

SOLICITATION, OFFER AND AWARD		THIS CONTRACT IS A RATED ORDER		PAGE OF PAGES			
2. CONTRACT NUMBER		3. SOLICITATION NUMBER		4. DATE ISSUED			
		PR-HQ-99-1555		03/02/2000			
		[] SEALED BID		[] DATE			
		[X] NEGOTIATED (RFP)		PR-HQ-99-15559			
7. ISSUED BY		CODE (Hand Address Offer To (If other than Item 7))					
Carried/Courier Address)		(U. S. Mail Only)					
Environmental Protection Agency Bid and Proposal Room, Ronald Reagan Building, 6th Floor (3802R) 1300 Pennsylvania Avenue, N.W. Washington, DC 20004		Environmental Protection Agency Bid and Proposal Room, Ariel Rios Building (3802R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"							
SOLICITATION							
9. Sealed offers in original and <u>4</u> copies for furnishing the supplies or services in the Schedule will be received at the until <u>03:00 PM</u> local time <u>04/05/2000</u> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All of							
10. FOR INFORMATION		A. NAME		B. TELEPHONE (NO COLLECT)			
CALL:		LINDA C. JORDAN		AREA CODE NUMBER EXT.			
				202 564-476			
11. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS			J	LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
	C	DESCRIPTION/SPECS./WORK STATEMENT			K	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING			L	REPRESENTATIONS, CERTIFICATIONS, AND OTHER	
	E	INSPECTION AND ACCEPTANCE			M	STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE				INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA				EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					
OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provisions in 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (1 receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite e:							
13. DISCOUNT FOR		10 CALENDAR DAYS		20 CALENDAR DAYS		30 CALENDAR DAYS	
PROMPT PAYMENT						_____ CALENDAR DAYS	
(See Section I, Clause 52-232-8)		%		%		%	
14. ACKNOWLEDGMENT OF AMENDMENTS		AMENDMENT NO.		DATE		AMENDMENT NO.	
(The offeror acknowledges receipt of							
amendments to the SOLICITATION for							
offerors and related documents							
numbered and dated:)							
15A. NAME AND		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN (
ADDRESS OF							
OFFEROR							
15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS		SIGNATURE		18. OFFER DATE	
AREA CODE NUMBER EXT.		IS DIFFERENT FROM ABOVE - ENTER					
		[] SUCH ADDRESS IN SCHEDULE					
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN		23. SUBMITTIONS		24. VOICES TO ADDRESS SHOWN ITEM			
[] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)		[] (4 copies unless otherwise specified)					
24. ADMINISTERED BY (If other than Item 7)		25. PAYMENT WILL BE MADE BY		CODE:			
		Environmental Protection Agency Research Triangle Park Financial Management Center (MD-32) Research Triangle Park, NC 27711					
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA		28. AWARD DATE			
		(Signature of Contracting Officer)					

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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STANDARD FORM 33 (REV. 9-97)
Prescribed by GSA - FAR (48 CFR) 53.214(c)

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PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 LEVEL OF EFFORT--COST REIMBURSEMENT TERM CONTRACT (EPAAR 1552.211-73)
(APR 1984) DEVIATION**

(a) The Contractor shall perform all work and provide all required reports within the level of effort specified below. The Government will order 8,000 direct labor hours for the base period which represents the Government's best estimate of the level of effort required to fulfill these requirements.

(b) Direct labor includes personnel such as engineers, scientists, draftsmen, technicians, statisticians, and programmers and not support personnel such as company management, typists, and key punch operators even though such support personnel are normally treated as direct labor by the Contractor. The level of effort specified in paragraph (a) includes Contractor, subcontractor, and consultant labor hours.

(c) Under any circumstances, if the Government orders or the Contractor provides less than 90 percent of the level of effort specified for the base period or any optional period exercised, an equitable downward adjustment of the fixed fee, if any, for that period will be made. The Government may require the Contractor to provide additional effort up to 110 percent of the level of effort for any period until the estimated cost for that period has been reached. However, this additional effort shall not result in any increase in the fixed fee, if any. If this is a cost-plus-incentive-fee (CPIF) contract, the term "fee" in this paragraph means "base fee and incentive fee." If this is a cost-plus-award-fee (CPAF) contract, the term "fee" in this paragraph means "base fee and award fee."

(d) If the level of effort specified to be ordered during a given base or option period is not ordered during that period, that level of effort may not be accumulated and ordered during a subsequent period.

(e) These terms and conditions do not supersede the requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

B.2 WORK ASSIGNMENTS (EPAAR 1552.211-74) (APR 1984)

(a) The Contractor shall perform work under this contract as specified in written work assignments issued by the Contracting Officer.

(b) Each work assignment will include (1) a numerical designation, (2) the estimate of required labor hours, (3) the period of performance and schedule of deliverables, and (4) the description of the work.

(c) The Contractor shall acknowledge receipt of each work assignment by returning to the Contracting Officer a signed copy of the work assignment within 5 calendar days after its receipt. The Contractor shall begin work immediately upon receipt of a work assignment.

Within 15 calendar days after receipt of a work assignment, the Contractor shall submit 3 copy(ies) of a work plan to the Project Officer. The work plan shall include a detailed technical and staffing plan and a detailed cost estimate.

Within 30 calendar days after receipt of the work plan, the Contracting Officer will provide written approval or disapproval of it to the Contractor.

If the Contractor has not received approval on a work plan within 30 calendar days after its submission, the Contractor shall stop work on that work assignment. Also, if the Contracting Officer disapproves a work plan, the Contractor shall stop work until the problem causing the disapproval is resolved. In either case, the Contractor shall resume work only when the Contracting Officer finally approves the work plan.

(d) This clause does not change the requirements of the "Level of Effort" clause, nor the notification requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

(e) Work assignments shall not allow for any change to the terms or conditions of the contract. Where any language in the work assignment may suggest a change to the terms or conditions, the Contractor shall immediately notify the Contracting Officer.

B.3 ESTIMATED COST AND FIXED FEE (EP 52.216-190) (APR 1984)

(a) The estimated cost of this contract is _____.

(b) The fixed fee is _____.

(c) The total estimated cost and fixed fee is _____.

B.4 OTHER DIRECT COSTS (EP 52.231-110) (APR 1984)

For the categories listed, direct costs in excess of the following are not allowable as a charge to this contract without the prior written approval of the Contracting Officer:

B.5 LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of _____ is allotted to cover estimated cost. Funds in the amount of _____ are provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through _____.

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.

15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

C.2 STATEMENT OF WORK--CONTRACT WHERE WORK IS ORDERED BY WORK ASSIGNMENTS OR DELIVERY ORDERS (EP 52.210-110) (APR 1984)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included below.

The Contractor shall perform work under this contract only as directed in Work Assignments issued by the Contracting Officer.

GENERAL INFORMATION:

Requirements -

Performance of work under the contract shall be initiated by Work Assignments issued by the Contracting Officer.

OPPTS has the lead for implementing pollution prevention programs within EPA. As such, we expect that all meetings/conferences will be staged using as many pollution prevention measures as possible. These meetings/conferences shall be showpieces for "green conferences," and the contractor is expected to take the initiative in identifying and recommending as many environmentally responsible conference features and practices as feasible. These include but are not limited to, waste management, recycling, energy use, use of renewable resources in a sustainable manner and conservation of non-renewable resources. EPA will consider contractor recommendations and will make all final decision under this contract regarding environmental preferability. At a minimum, the contractor's work plan shall address pollution prevention opportunities associated with:

- all transportation needs of attending participants;
- selection of hotel accommodations (including price, performance and environmental considerations contributing to the selection of a particular hotel);
- selection of a meeting facility (including price, performance and environmental consideration associated with selection of a particular facility);
- provision of food and beverages in general within all venues utilized for the conference; and,

-procedures for communication with meeting participants as well as other general office practices, registration, and dissemination of meeting related information to participants before, during and after the meetings/conferences.

The Contractor shall in performance of Work Assignments comply with the Green Conference Initiative (GCI) goals set forth in the Contractor's approved GCI plan. The Contractor shall have within its proposed staff or through a subcontract arrangement, an individual or individuals designated to promoting green conference initiative goals.

Specific work assignments for work within this general statement of work will be issued by the Contracting Officer as needed and will provide detailed instructions defining the scope of the conference or meeting, the dates, and the deliverables. The contractor shall supply the necessary labor, materials and facilities required for performance of each individual work assignment.

The contractor shall organize (arrange and reserve space and necessary equipment), prepare, conduct, and or document the proceedings of approximately 100 local and approximately 5 national/international panels, workgroups, workshops, symposia, or conferences a year. Some meetings will be of a technical nature and will require a level of expertise on the part of contractor personnel not normally associated with a strictly meeting support contract.

In some meetings, specialized expertise may be required or some meetings may require a balance of interest groups. The contractor shall have either the expertise available within its proposed staff or through a subcontract arrangement to identify potential experts or interest groups to actively participate in the meetings.

The contractor shall arrange for meeting facilities and required equipment; making non-Federal Government participant travel arrangements; support the preparation and presentation of reports, including duplication (IAW Clause H.1) and distribution of documents; and provide editorial support, audiovisual support, audio taping and transcription of tapes; prepare summary reports; and, if needed, provide a meeting facilitator.

Contractor personnel shall introduce themselves as representing their own firm under contract to EPA and shall prominently display badges identifying themselves as contractor employees.

The work to be performed shall include, but not be limited to, the ten tasks listed below. Some of the tasks may require a quick response of 5 business days or less. In performing these tasks, the contractor is encouraged to identify and maximize the application of environmentally responsible features or practices, particularly if the outcome yields the same or more utility and reduces overall costs. If the application of any of the identified environmental opportunities has significant logistical or economic implications as compared to standard practice or veer greatly from the steps described below, the Contractor shall notify the EPA PO & WAM in advance in

order to provide the PO & WAM with the opportunity to approve or disapprove.

- a. Distribute documents as prescribed in EPA communications strategies. The strategies shall be furnished by EPA. The contractor shall generate mailing labels, reproduce documents as required, and, within limits prescribed in the work assignment, assemble and stuff documents into envelopes, and deliver to the EPA Mail Room, 1200 Pennsylvania Ave. NW, Ariel Rios Building, Washington, DC 20460, (or such other site as may be described in the future) for mailing. The contractor must complete mailing required in the strategies in from one to five business days depending on the size and complexity of the strategy.
- b. Development of publications and informational materials. The contractor shall prepare publications and informational materials describing information about specific products, pesticide use/handling information, and/or pollution prevention or toxic substances related materials. Informational materials include, but are not limited to: brochures, booklets, pamphlets, fact sheets, posters, and newsletters. EPA will critically review and approve these documents before distribution to the public.
- c. Create and maintain a variety of mailing lists to support distribution of documents as prescribed for each conference or meeting. As specified by individual work assignments, copies of such mailing lists shall be prepared, either as simple lists or as mailing labels, and delivered to the Project Officer or Work Assignment Manager.
- d. Design, obtain necessary approvals from the PO and WAM, produce, copy (within limits prescribed in the contract), and distribute notices pertaining to and invitations to meetings and/or conferences. These shall normally consist of single-page brochure-type notices, but may be multi-page documents including agendas, background materials, etc. The mailing list for distribution shall be furnished by the Project Officer or Work Assignment Manager unless the list is one which was already generated by the contractor under a previous Work Assignment.
- e. Provide logistical support in making and reimbursing travel arrangement, making hotel reservations, and providing per diem for participants whose presence is required to provide a balance of view points or interest groups.
- f. Provide conference/meeting space (if such space is not available from the General Services Administration) and ancillary materials (chairs, tables, podia, A/V equipment, computers, etc.). The work assignment will specify the requirements for seating arrangements (e.g., theater vs. classroom) and other physical layout requirements, including any needed telephone lines. (See the

provision in Section H entitled EPA Sponsored Meetings, Workshops and Conferences"). Contractor shall prepare a GCI plan to document the Contractor's GCI goals for each meeting. The GCI plan and a final summary report on each conference or meeting shall be submitted to the Project Officer and the Work Assignment Manager.

- g. Contractor shall identify specialized experts or interest groups who may be required to fulfill specific needs at conferences or meetings. The contractor shall have either the expertise available within its proposed staff or through a subcontract arrangement to identify potential experts or interest groups to actively participate in the meetings.
- h. Register attendees and participants. Where required by the Work Assignment, collect and account for registration fees. (See the provision in Section H entitled, "EPA Sponsored Meetings, Workshops and Conferences.")
- i. Provide the services of facilitators where required. In addition, the contractor shall provide expert advice, when directed by work assignments, on the effectiveness of OPP's and OPPT's public outreach materials or efforts. This may include, but is not limited to, convening focus groups or providing expert consultants in the area of public relations/outreach programs. (The contractor will not be involved in evaluating the effectiveness of its own work.)
- j. Document proceedings by taking notes, taping meetings and transcribing, and/or providing court reporter services. Prepare draft and final conference summaries, reports on position papers, draft and docket ready transcriptions, etc. Incorporate the Work Assignment Manager's comments into the final products. EPA will critically review and approve these documents before they are made final.
- k. Translation of materials. The contractor shall translate already existing or newly developed non-technical to moderately technical written materials into other languages, primarily Spanish, but not exclusively. The types of documents translated in the past include training materials, handbooks, transcripts of meetings, etc.

C.3 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (FEB 1998)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling,

and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(5) Services that are subject to the Brooks Act of 1965, as amended (Pub. L. 89-306).

(b) *General.* The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document is only available through

electronic access.)

(c) Printed Documents. Documents listed in (b)(1) and (b)(2) may be obtained from:

U.S. Environmental Protection Agency
Office of Administration
Facilities Management and Services Division
Distribution Section
Mail Code: 3204
401 M Street, S.W.
Washington, D.C. 20460
Phone: (202) 260-5797

(d) Electronic Access.

(1) Internet. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System, as well as the two other EPA documents noted in this clause, is maintained on the EPA Public Access Server on the Internet. Gopher Access: gopher.epa.gov is the address to access the EPA Gopher. Select 'menu keyword search' from the menu and search on the term 'IRM Policy'. Look for IRM Policy, Standards and Guidance. World Wide Web Access: <http://www.epa.gov> is the address for the EPA's www homepage. From the homepage, search on the term 'IRM Policy' and look for IRM Policy, Standards and Guidance.

(2) Dial-Up Modem. All documents, including the listing, are available for browsing and electronic download through a dial-up modem. Dial (919) 558-0335 for access to the menu that contains the listing for EPA policies. Set the communication parameters to 8 data bits, no parity, 1 stop bit (8,N,1) Full Duplex, and the emulator to VT-100. The information is the same whether accessed through dial-up or the Internet. For technical assistance, call 1-800-334-2405.

SECTION D - PACKAGING AND MARKING

[For this Solicitation, there are NO clauses in this Section]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-3	APR 1984	INSPECTION OF SUPPLIES--COST-REIMBURSEMENT
52.246-5	APR 1984	INSPECTION OF SERVICES--COST-REIMBURSEMENT

E.2 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, the Project Officer is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at:

U.S. Environmental Protection Agency
401 M Street, SW (7401)
Washington, Dc 20460

Or as stated in individual Work Assignments

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER ALTERNATE I (APR 1984)

F.2 REPORTS OF WORK (EPAAR 1552.210-70) (APR 1984) ALTERNATE I (APR 1984) DEVIATION

The Contractor shall prepare and deliver the below listed reports to the designated addressees. Each report shall cite the contract number and identify the Environmental Protection Agency as the sponsoring agency.

Required reports are:

(a) FINAL SUMMARY REPORT

(1) Upon completion of each work assignment, the Contractor shall submit one copies of his proposed (draft) final summary report to the Project Officer for review, with a copy of the letter of transmittal to the WAM within 30 calendar days following completion of the technical effort specified in the work assignment.

(2) The proposed report shall document in detail all of the work performed under the work assignment including data, analyses, and interpretations, as well as recommendations and conclusions based upon results obtained. The report shall include tables, graphs, diagrams, sketches, photographs, and drawings in sufficient detail to comprehensively explain the results achieved under the contract. The report shall be complete in itself and contain no reference directly or indirectly to the periodic reports.

(3) A separate and short summary table should also be included at the end of the report summarizing the experience of applying all pollution prevention opportunities identified in the EPA approved work plan throughout the process

of planning, conducting and closing out the meeting or conference. The table should highlight which environmentally responsible conferencing features and practices were successfully applied. Equally, if not more important, the table should also highlight the pollution prevention opportunities that were either (a) not recommended by the contractor, (b) not approved by EPA or (c) recommended and approved by EPA, but difficult to implement in a successful manner, along with insights into the barriers responsible for impeding their application. The table should pay particular attention to addressing anything featured in the Green Conference Initiative plan initially provided by the Contractor.

(4) After receipt of the Contractor's proposed final summary report, the Contracting Officer or the Project Officer may require the Contractor to present, at a site chosen by the requestor, an informal briefing and review of all work performed.

(5) Approval or disapproval (in part or total) of the final summary report will be accomplished by the Project Officer within 60 calendar days after receipt. Disapproved reports shall be resubmitted for review following correction of the cited deficiency unless otherwise directed by the Contracting Officer or Project Officer.

(6) Within 30 calendar days after negotiation of approval of the Contractor's proposed final summary report, the Contractor shall distribute the specified number of copies, including a reproducible master copy, of the approved final report to the addresses indicated in the Report Distribution portion of this exhibit.

(b) CONFERENCE EXPENSE REPORT

Following the completion of each meeting, conference, symposia, etc. the contractor shall submit a draft conference expense report along with the next Monthly Progress Report described at F.5. The Contractor shall also send a copy of the report to both the Work Assignment Manager. At a minimum, the report shall include the following information:

(1) Meeting, conference, etc.: Name of the program sponsoring the conference, location and length of conference, number of attendees, description of tasks performed, Green Conference Initiative successes and failures, and estimated total cost of providing support for the conference.

(2) Contractor personnel: Names of all contractor personnel involved in supporting the conference, their titles, rates of pay, and the number of hours spent by each before, during and after the conference. Fringe benefits should also be shown by person.

(3) Consultants/Subcontractors: Name of each consultant/subcontractor, tasks performed, and hours incurred per task before, during and after the conference. Additionally provide itemized other direct and miscellaneous costs, fee rate and total costs.

(4) Other: Provide itemized other direct costs and indirect costs (both known and estimated).

(5) Total Costs: Total costs should include all of the foregoing costs (costs actually billed to date and estimates of trailing costs yet to be officially incurred) and should, as accurately as possible, reflect the contractor's estimate of the final cost of each meeting and the estimated final cost of the Work Assignment. Clearly distinguish between costs actually incurred and estimates.

**F.3 USE OF RECOVERED MATERIALS IN PAPER AND PAPER PRODUCTS (EP 52.210-150)
(JUN 1991)**

(a) If the Contractor is required under this contract to deliver any of the paper and paper products listed below, all such items delivered shall meet the minimum content standards for recovered materials, postconsumer recovered materials, or waste paper set forth below in paragraph (b).

(1) Recovered materials are defined as waste material and by- products that have been recovered or diverted from solid waste, not including those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(2) Postconsumer recovered materials are defined as waste materials recovered from retail stores, office buildings, homes, and so forth after they passed through their end usage as a consumer item.

(3) Waste paper is defined as all items from the first two categories above in addition to forest residues, and manufacturing and other wastes.

(b) Unless otherwise directed by the Contracting Officer, the Contractor shall use "High Grade Bleached Printing and Writing Papers" as defined in this clause to produce all progress reports, draft reports, final reports, any other products required to be delivered to the Government under this contract.

**EPA MINIMUM CONTENT STANDARDS FOR SELECTED PAPER
AND PAPER PRODUCTS**

Minimum % Recovered Materials	Minimum % Postconsumer Recovered Materials	Minimum % Waste Paper
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NEWSPRINT 40

HIGH GRADE BLEACHED PRINTING AND WRITING PAPERS:

Offset printing 50
Mimeo and duplicator paper 50
Writing (stationery) 50
Office paper (e.g., note pads)..... 50

Paper for high speed copiers	50
Envelopes	50
Form bond including computer	50
paper and carbonless	
Book papers	50
Bond papers	50
Ledger	50
Cover stock	50
Cotton Fiber papers 25.....	50

TISSUE PRODUCTS:

Toilet tissue	20
Paper towels	40
Paper napkins	30
Facial tissue	5
Doilies	40
Industrial wipes	0

UNBLEACHED PACKAGING:

Corrugated boxes	35
Fiber boxes	35
Brown papers (e.g. bags).....	5

RECYCLED PAPERBOARD:

Recycled paperboard products	80
Pad backing	90

**F.4 USE OF DOUBLE-SIDED COPYING IN THE SUBMISSION OF REPORTS (EP 52.210-160)
(JUL 1990)**

(a) For the purpose of this clause, "double sided copying" means copying two one-sided originals on to the front and back side of one sheet of paper.

(b) Unless otherwise directed by the Contracting Officer, the Contractor shall use double-sided copying to reproduce any progress report, draft report or final report in response to this contract.

F.5 MONTHLY PROGRESS REPORT (EPAAR 1552.211-72) (JUN 1996) DEVIATION

(a) The Contractor shall furnish 3 copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours (by EPA contract labor category), and the total loaded direct labor costs.

(iii) For the cumulative contract period display: the negotiated and expended direct labor hours (by EPA labor category) and the total loaded direct labor costs.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).

(5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.

(6) Average total cost per labor hour. For the current contract period, compare the actual total cost per hour to date with the average total cost per hour of the approved workplans.

(e) The report shall specify financial status at the work assignment or delivery order level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(I) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours (by EPA contract labor hour category) and the total loaded direct labor hours.

(iii) For the cumulative reporting period and cumulative contract period display: the negotiated and expended direct labor hours (by EPA contract labor hour category) and the total loaded direct labor costs.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.

(5) Average cost per labor hour. For the current period, compare the actual total cost per hour of the approved workplans.

(6) A list of deliverables for each work assignment or delivery order during the reporting period.

(f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the following addresses on or before the 15th of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

No. of Copies	Addressee
-----	-----

- 1 Administrative Contracting Officer
- 2 Project Officer

F.6 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)

The period of performance of this contract shall be from 7/01/00 through 06/30/01 inclusive of all required reports.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 PAYMENT OF FEE (EPAAR 1552.216-74) (MAY 1991)

(a) The term "fee" in this clause refers to either the fixed fee under a cost-plus-fixed-fee type contract, or the base fee under a cost-plus-award-fee type contract.

(b) The Government will make provisional fee payments on the basis of percentage of work completed. Percentage of work completed is the ratio of direct labor hours performed to the direct labor hours set forth in clause 1552.211-73, "Level of Effort--Cost-Reimbursement Term Contract."

G.2 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) DEVIATION

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The contractor shall submit the invoice or request for contract financing payment to the following offices/individuals in the contract: the original and two copies to the Accounting Operations office shown in Block _12_ on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal -Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual work assignments, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each work assignment and for the contract total, as well as any supporting data for each work assignment as identified in the instructions.

(2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract period.

(d)(1) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.

(d)(2) On a case-by-case basis, when needed to verify the reasonableness of subcontractor costs, the Contracting Officer may require that the contractor obtain from the subcontractor cost information in the detail set forth in (c)(2). This information should be obtained through a means which maintains subcontractor confidentiality (for example, via sealed envelopes), if the subcontractor expresses CBI concerns.

(e) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(f)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

G.3 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703-1(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be

submitted to the cognizant audit activity and to the following:

Environmental Protection Agency
 Chief, Cost and Rate Negotiation Service Center
 Office of Acquisition Management
 (3802R)
 401 M St., S.W.
 Washington, D. C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.406-2) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, by means of a separate indirect cost rate agreement or a contract modification subject to adjustment when the final rates are established. The established billing rates are currently as follows:

Cost Center
Period
Rate
Base

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates

when it proposes rates to the Cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

Cost Center
Period
Rate
Base

The ceiling rates specified above are applicable from the effective date of the contract through the end of the period of performance including any option periods.

G.4 CERTIFICATE OF INDIRECT COSTS (EPAAR 1552.242-71) (OCT 1992)

(a) The contractor shall--

(1) Certify any proposal to establish or modify billing rates or to establish final indirect cost rates;

(2) Use the format in paragraph (b) of this clause to certify; and

(3) Have the certificate signed by an individual of the contractor's organization at a level no lower than a vice president or chief financial officer of the business segment of the contractor that submits the proposal.

(b) Failure by the contractor to submit a signed certificate, as set forth below, shall result in payment of indirect costs at rates unilaterally established by the Government.

Certificate of Indirect Costs

This is to certify that to the best of my knowledge and belief:

1. I have reviewed this indirect cost proposal;
2. All costs included in this proposal (identify proposal and date) to establish billing or final indirect cost rates for (identify period covered by

rate) are allowable in accordance with the requirements of contracts to which they apply and with the cost principles of the Federal Acquisition Regulation applicable to those contracts;

3. This proposal does not include any costs which are unallowable under applicable cost principles of the FAR; and

4. All costs included in this proposal are properly allocable to Government contracts on the basis of a beneficial or causal relationship between the expenses incurred and the contracts to which they are allocated in accordance with applicable acquisition regulations.

Providing false information in connection with any certified indirect cost proposal may lead to substantial criminal penalties, civil liabilities or the imposition of administrative sanctions. Relevant statutes include, among others, 18 U.S.C. 286 (Conspiracy to Defraud), 18 U.S.C. 287 (False Claims), 18 U.S.C. 641 (Theft), 18 U.S.C. 1001 (False Statements), 18 U.S.C. 1343 (Wire Fraud), 31 U.S.C. 3729 (Civil False Claims), and 31 U.S.C. 3801 (Program Fraud). Debarment or suspension may be required under FAR Subpart 9.4 for submittal of a false certificate of indirect costs.

FIRM: _____

SIGNATURE: _____

NAME OF OFFICIAL: _____

TITLE: _____

DATE OF EXECUTION: _____

G.5 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Project Officer(s) for this contract:

Project Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Contract Specialist(s) responsible for administering this contract:

Administrative Contracting Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

G.6 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer and assigned Project Officer. The Contracting Officer will provide written notice to the Contractor of his decision.

Consent is given to issue the following subcontracts:

____TO BE FILLED IN AT TIME OF AWARD____

G.7 GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (APR 1984)

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished data shall remain in the Government.

(c) The Contractor shall use the Government-furnished data only in connection with this contract.

(d) The data will be furnished to the Contractor as specified in the INDIVIDUAL WORK ASSIGNMENTS.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 PRINTING (EPAAR 1552.208-70) (DEC 1993) DEVIATION

(a) Definitions.

"Printing" is the process of composition, platemaking, presswork, binding, and microform; or the end items produced by such processes and equipment.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of one-color (black) copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement.)

(b) Prohibition.

The Contractor shall not engage in, nor subcontract for, any printing or multi-color duplication in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing.

(c) Affirmative Requirements.

(1) Unless otherwise directed by the Contracting Officer, the Contractor shall use double-sided copying to reproduce any progress report, draft report or final report.

(2) Unless otherwise directed by the Contracting Officer, the Contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA Procurement Guidelines (40 CFR 250, June 22, 1988).

(d) Permitted Contractor Activities.

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The Contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate using one color (black), such pages not exceeding the maximum image size of 10 3/4 by 14 1/4 inches. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the Contracting Officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U.S. Congress.

(e) Violations.

The Contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) Flowdown Provision.

The Contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

**H.2 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)
ALTERNATE I (MAY 1994)**

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the

Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

H.3 OPTION TO EXTEND THE TERM OF THE CONTRACT--COST-TYPE CONTRACT (EPAAR 1552.217-71) (APR 1984) DEVIATION

The Government has the option to extend the term of this contract for 4 additional period(s). If more than 60 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 60 days of the period of performance, the Government must provide to the Contractor written notification prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option. Use of an option will result in the following contract modifications:

(a) The "Period of Performance" clause will be amended as follows to cover the Base and Option Periods:

Period	Start Date	End Date
-----	-----	-----
Option Period I	07/01/01	06/30/02
Option Period II	07/01/02	06/30/03

Option Period III	07/01/03	06/30/04
Option Period IV	07/01/04	06/30/05

(b) Paragraph (a) of the "Level of Effort" clause will be amended to reflect a new and separate level of effort of:

Period	Level of Effort (Direct Labor Hours)
Option Period I	8,000
Option Period II	8,000
Option Period III	8,000
Option Period IV	8,000

(c) The "Estimated Cost and Fixed Fee" clause will be amended to reflect increased estimated costs and fixed fees for each option period as follows:

<u>Option Period</u>	<u>Estimated Cost</u>	<u>Fixed Fee</u>	<u>Total</u>
_____	_____	_____	_____
_____	_____	_____	_____

(d) If this contract contains "not to exceed amounts" for elements of other direct costs (ODC), those amounts will be increased as follows:

H.4 OPTION FOR INCREASED QUANTITY--COST-TYPE CONTRACT (EPAAR 1552.217-73) (JUN 1997)

(a) By issuing a contract modification, the Government may increase the estimated level of effort by:

Period	Level of Effort (Direct Labor Hours)
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BASE Period	8,000
Option Period I	8,000
Option Period II	8,000
Option Period III	8,000
Option Period IV	8,000

The Government may issue a maximum of 8 orders to increase the level of effort in multiples of 1,000 hours during any given period.

The estimated cost and fixed fee of each multiple of hours is as follows:

Period	Estimated Cost	Fixed Fee	Total
Base Period	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(c) If this contract contains "not to exceed amounts" for elements of other direct costs (ODCs), those amounts will be increased as follows:

H.5 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any

subcontract that may provide for additional subcontracting opportunities.

H.6 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

H.7 INSURANCE COVERAGE (EP 52.228-100) (JUL 1993)

As provided in paragraph (a)(1) of EP 52.228-110, "Insurance-- Liability to Third Persons", the Contractor shall maintain the minimum amounts of liability insurance coverage set forth in FAR 28.307-2, unless otherwise required by the Contracting Officer.

H.8 INSURANCE--LIABILITY TO THIRD PERSONS (EP 52.228-110) (JUN 1993)

(a) (1) Except as provided in subparagraph (2) immediately following, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting Officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.

(b) The Contractor agrees to submit for the Contracting Officer's approval, to the extent and in the manner required by the Contracting Officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed for that portion of the reasonable cost of insurance allocable to this contract, and required or approved under this clause in accordance with its established cost accounting practices.

H.9 STATE AND LOCAL TAXES (EPAAR 1552.229-70) (NOV 1989)

In accordance with FAR 29.303 and FAR 31.205-41, the Contractor or any subcontractor under this contract shall not be reimbursed for payment of any State and local taxes for which an exemption is available. The Contractor is responsible for determining the availability of State and local tax exemptions and obtaining such exemptions, if available. The Contractor shall include this clause, suitably modified to identify the parties, in all subcontracts at any tier. The Contractor shall notify the Contracting Officer if problems arise in obtaining a State and local tax exemption. The contractor may seek a waiver by the Contracting Officer from this requirement if the administrative burden of seeking an exemption appears to outweigh the potential savings to the Government.

H.10 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor to collect information.

H.11 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (AUG 1993) DEVIATION

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return the CBI to the PO or his/her designee, whenever the information is no longer required by the Contractor for performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the

use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

**H.12 DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT
CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-77) (DEC 1997)**

The Contractor shall handle Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality," the provisions set forth below, and the Contractor's approved detailed security plan.

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose FIFRA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all FIFRA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the FIFRA Information Security Manual. The manual may be obtained from the Project Officer (PO) or the Chief, Information Services Branch (ISB), Program Management and Support Division, Office of Pesticide Programs (OPP) (H7502C), U.S. Environmental Protection Agency, 401 M Street, SW, Washington, DC 20460.

(2) The Contractor and Contractor's employees shall follow the security procedures set forth in the Contractor's security plan(s) approved by EPA.

(3) Prior to receipt of FIFRA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to FIFRA CBI have been briefed on the handling, control, and security requirements set forth in the FIFRA Information Security Manual.

(4) The Contractor Document Control Officer (DCO) shall obtain a signed copy of the FIFRA "Contractor Employee Confidentiality Agreement" from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(b) The Contractor agrees that these requirements concerning protection of FIFRA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under FIFRA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in FIFRA (7 U.S.C. 136h(f)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee all documents, logs, and magnetic media which contain FIFRA CBI. In addition, each Contractor employee who has received FIFRA CBI clearance will sign a "Confidentiality Agreement for Contractor Employees Upon Relinquishing FIFRA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA PO or his/her designee, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

H.13 DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-78) (DEC 1997)

The Contractor shall handle Toxic Substances Control Act (TSCA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality."

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose TSCA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all TSCA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security

procedures set forth in the TSCA CBI Security Manual. The manual may be obtained from the Director, Information Management Division (IMD), Office of Pollution Prevention and Toxics (OPPT), U.S. Environmental Protection Agency (EPA), 401 M Street, SW, Washington, DC 20460. Prior to receipt of TSCA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to TSCA CBI have been briefed on the handling, control, and security requirements set forth in the TSCA CBI Security Manual.

(2) The Contractor shall permit access to and inspection of the Contractor's facilities in use under this contract by representatives of EPA's Assistant Administrator for Administration and Resources Management, and the TSCA Security Staff in the OPPT, or by the EPA Project Officer.

(3) The Contractor Document Control Officer (DCO) shall obtain a signed copy of EPA Form 7740-6, "TSCA CBI Access Request, Agreement, and Approval," from each of the Contractor's employees who will have access to the information before the employee is allowed access. In addition, the Contractor shall obtain from each employee who will be cleared for TSCA CBI access all information required by EPA or the U.S. Office of Personnel Management for EPA to conduct a Minimum Background Investigation.

(b) The Contractor agrees that these requirements concerning protection of TSCA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under TSCA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in TSCA (15 U.S.C. 2613(d)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee, all documents, logs, and magnetic media which contain TSCA CBI. In addition, each Contractor employee who has received TSCA CBI clearance will sign EPA Form 7740-18, "Confidentiality Agreement for Contractor Employees Upon Relinquishing TSCA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA OPPT/IMD, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause, when:

(1) The Contractor submits a timely written request for an equitable adjustment; and,

(2) The facts warrant an equitable adjustment.

H.14 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C.1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

H.15 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in

the contract, delivery order, work assignment or technical direction document as appropriate. A Delivery Order Project Officer, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

H.16 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

Program Manager -
Assistant Program Manager -

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial ninety (90) calendar day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed

substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.17 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

H.18 FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY (EPAAR 1552.245-72) (APR 1984)

The Contractor shall not fabricate nor acquire under this contract, either directly or indirectly through a subcontract, any item of nonexpendable property without written approval from the Contracting Officer.

H.19 IDENTIFICATION OF CONTRACTOR EMPLOYEES

All Contractor, subcontractor, and consultant personnel are required to wear prominently displayed identification badges at all times when attending meetings, symposiums, conference, in performance of this contract. The badge shall contain the individual's photograph, name, company name and logo. When participating in such meetings (e.g., as a speaker, panel member), those individuals in Contractor employ must supplement physical identification (e.g. badges, place markers) with verbal announcement so that it is clear to the assembled group that they are employees of the contractor, not Agency staff members.

H.20 EPA SPONSORED MEETINGS AND CONFERENCES

If this contract requires contractor support for an EPA-SPONSORED meeting, workshops, conferences, etc., the following will apply.

EPA meetings will be held in Federal Facilities whenever available. EPA is required to notify GSA when the Agency has a short term requirement for meeting facilities and such facilities are not available within the Agency. (FPMR 101-17.104.4). The EPA Project Officer or Work Assignment Manager will advise the contractor when Federal Facilities are not available.

The cost of travel, food, lodging, etc., for contractor and subcontractor employees, experts, consultants, or other personnel necessary

for performance of the work called for by this contract may be an allowable cost under this contract when deemed necessary and appropriate by the Project Officer and Contracting Officer.

The cost of food and other refreshments provided in accordance with applicable regulations may be an allowable charge under this contract.

Any registration fees must be approved by the Contracting Officer. If approved, fees collected must be accounted for and turned over to the EPA Finance Office. They must not be used to offset any of the cost for performing the contract.

H.21 TRAVEL-RELATED CONDITIONS

Because one of the tasks under this Contract involves supporting scientific workshops, the Contractor is required to follow the requirements of subpart 31.2 of the Federal Acquisition Report and the Federal regulations in incurring allowable travel costs under this Statement of Work in convening expert panels, and correspondingly must at all times seek and obtain government rates whenever available and observe current subsistence ceilings. The Contractor must use the most cost effective means of travel and will coordinate all requests for local and international travel with the Project Officer. Further, the indirect cost % should not be applied to the cost of the airfare or lodging and per diem costs of the traveller.

H.22 REHABILITATION ACT NOTICE (EP-S 99-3) (JUN 1999)

a. EPA has a legal obligation under the Rehabilitation Act of 1973, 29 U.S.C. §791, to provide reasonable accommodation to persons with disabilities who wish to attend EPA programs and activities. Under this contract, the contractor may be required to provide support in connection with EPA programs and activities, including conferences, symposia, workshops, meetings, etc. In such cases, the contractor shall, as applicable, include in its draft and final meeting announcements (or similar documents) the following notice:

It is EPA's policy to make reasonable accommodation to persons with disabilities wishing to participate in the agency's programs and activities, pursuant to the Rehabilitation Act of 1973, 29 U.S.C. §791. Any request for accommodation should be made to the specified registration contact for a particular program or activity, preferably one month in advance of the registration deadline, so that EPA will have sufficient time to process the request.

b. Upon receipt of such a request for accommodation, the contractor shall immediately forward the request to the EPA contracting officer, and provide a copy to the appropriate EPA program office. The contractor may be required to provide any accommodation that EPA may approve. However, in no instance shall

the contractor proceed to provide an accommodation prior to receiving written authorization from the contracting officer.

c. The contractor shall insert in each subcontract or consultant agreement placed hereunder provisions that shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the contracting officer.

H.23 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION

The following applies to any and all tasks under which the contractor will or may have access to CBI:

The contractor shall not have access to CBI submitted to EPA under any authority until the contractor obtains from the Project Officer a certification that the EPA has followed all necessary procedures under 40 CFR, Part 2, Subpart B (and any other applicable procedures), including providing, where necessary, prior notice to the submitters of disclosure to the contractor.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	OCT 1995	DEFINITIONS
52.203-1	APR 1984	OFFICIALS NOT TO BENEFIT
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 1997	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-14	OCT 1997	INTEGRITY OF UNIT PRICES
52.215-22	OCT 1995	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-24	OCT 1995	SUBCONTRACTOR COST OR PRICING DATA
52.215-39	MAR 1996	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS
52.215-40	FEB 1995	NOTIFICATION OF OWNERSHIP CHANGES
52.216-7	APR 1998	ALLOWABLE COST AND PAYMENT
52.216-8	MAR 1997	FIXED FEE
52.219-8	OCT 1999	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	OCT 1999	SMALL BUSINESS SUBCONTRACTING PLAN
52.219-13	AUG 1986	UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES
52.219-14	DEC 1996	LIMITATIONS ON SUBCONTRACTING
52.219-16	JAN 1999	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN
52.220-3	APR 1984	UTILIZATION OF LABOR SURPLUS AREA CONCERNS

52.220-4	APR 1984	LABOR SURPLUS AREA SUBCONTRACTING PROGRAM
52.222-3	AUG 1996	CONVICT LABOR
52.222-26	FEB 1999	EQUAL OPPORTUNITY
52.222-35	APR 1998	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	JAN 1999	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.222-41	MAY 1989	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.223-2	APR 1984	CLEAN AIR AND WATER
52.223-6	JAN 1997	DRUG-FREE WORKPLACE
52.223-14	OCT 1996	TOXIC CHEMICAL RELEASE REPORTING
52.225-11	AUG 1998	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE II (JUN 1987)
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE III (JUN 1987)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.228-7	MAR 1996	INSURANCE--LIABILITY TO THIRD PERSONS
52.232-17	JUN 1996	INTEREST
52.232-20	APR 1984	LIMITATION OF COST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	JUN 1997	PROMPT PAYMENT
52.232-28	APR 1989	ELECTRONIC FUNDS TRANSFER PAYMENT METHODS
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION
52.233-1	DEC 1998	DISPUTES ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	OCT 1995	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-2	AUG 1987	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)
52.244-2	AUG 1998	SUBCONTRACTS ALTERNATE II (AUG 1998)
52.246-24	FEB 1997	LIMITATION OF LIABILITY-HIGH VALUE ITEMS ALTERNATE I (APR 1984)
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.249-6	SEP 1996	TERMINATION (COST-REIMBURSEMENT)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

I.2 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (FAR 52.204-4) (JUN

1996) DEVIATION

(a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Offeror/Contractor is required to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20% postconsumer material.

(b) The 20% standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper, such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative standard to meeting the 20% postconsumer material standard is 50% recovered material content of certain industrial by-products.

I.3 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

I.4 SECTION 8(a) AWARD (FAR 52.219-17) (DEC 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the Environmental Protection Agency the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the Environmental Protection Agency Contracting Officer immediately upon notification by the subcontractor that the owner or owners

upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the Environmental Protection Agency.

I.5 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS (FAR 52.219-18) (JUN 1999) ALTERNATE III (OCT 1995)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) SIC code Facilities Support Management Services is specifically included in the Offeror's approved business plan;

(2) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(3) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror certifies that it meets all of the criteria set forth in paragraph (a) of the clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

I.6 PAYMENT FOR OVERTIME PREMIUMS (FAR 52.222-2) (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or

occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

I.7 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

Employee Class	Monetary Wage- Fringe Benefits
Meeting Planner	\$ 23.47
Graphic Artist	\$ 16.97
Proofreader	\$ 15.72

I.8 SERVICE CONTRACT ACT - PLACE OF PERFORMANCE UNKNOWN (FAR 52.222-49) (MAY 1989)

(a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: (No other determinations have been requested at this time). The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing within 10 calendar days of release of this solicitation.

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

I.9 CERTIFICATION AND ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED ITEMS (FAR 52.223-9) (OCT 1997)

(a) As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(j)(2)(C)), the Contractor, shall execute the following certification:

Certification

I, _____ (name of certifier) am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA Designated Items was at least the amount required by the applicable contract specifications.

Signature of the Officer or Employee

Typed name of the Officer or Employee

Title

Name of Company, Firm, or Organization

Date

(End of Certification)

(b) The Contractor also shall estimate the percentage of recovered materials actually used in the performance of this contract. The estimate is in addition to the certification in paragraph (a) of this clause.

EPA designated item	Total dollar value of EPA designated item	Percentage of recovered material content*
_____	_____	_____
_____	_____	_____

*Where applicable, also include the percentage of postconsumer material content.

(c) The Contractor shall submit this certificate and estimate upon completion of the contract to

*To be completed in accordance with agency procedures.

I.10 COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

I.11 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (FAR 52.244-6) (OCT 1998)

(a) Definition.

"Commercial item", as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.12 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (FAR 52.245-5) (AUG 1996) DEVIATION

(a) *Government-furnished property.* (1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) *Changes in Government-furnished property.* (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) *Title.* (1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the

Contractor, shall pass to and vest in the Government upon--

(i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property for use in contract performance; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) *Use of Government property.* The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) *Property administration.* (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation Subpart 45.5, as in effect on the date of this contract, and which is hereby incorporated into this contract by reference.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) *Access.* The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) *Limited Risk of loss.*

(1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for

expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3) (i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the

risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

- (i) The lost, destroyed, or damaged Government property;
- (ii) The time and origin of the loss, destruction, or damage;
- (iii) All known interests in commingled property of which the Government property is a part; and
- (iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) *Equitable adjustment.* When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) *Final accounting and disposition of Government property.* Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general

overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) *Abandonment and restoration of Contractor premises.* Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) *Communications.* All communications under this clause shall be in writing.

(l) *Overseas contracts.* If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

I.13 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (FAR 52.247-67) (JUN 1997)

(a)1) In accordance with paragraph (a)(2) of this clause, the Contractor shall submit to the General Services Administration (GSA) for audit, legible copies of all paid freight bills/invoices, commercial bills of lading (CBL's), passenger coupons, and other supporting documents for transportation services on which the United States will assume freight charges that were paid (i) by the Contractor under a cost-reimbursement contract, and (ii) by a first -tier subcontractor under a cost-reimbursement subcontract thereunder.

(2) Cost-reimbursement Contractors shall only submit for audit those CBL's with freight shipment charges exceeding \$50.00. Bills under \$50.00 shall be retained on-site by the Contractor and made available for GSA on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(b) The Contractor shall forward copies of paid freight bills/invoices, CBL's, passenger coupons, and supporting documents as soon as possible following the end of the month, in one package to the General Services Administration, ATTN: FWA, 1800 F Street, NW, Washington, DC 20405. The Contractor shall include the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for first tier subcontractors under a cost-

reimbursement contract. If the inclusion of the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for any subcontractor in the shipment is not practicable, the documents may be forwarded to GSA in a separate package.

(c) Any original transportation bills or other documents requested by GSA shall be forwarded promptly by the Contractor to GSA. The Contractor shall ensure that the name of the contracting agency is stamped or written on the face of the bill before sending it to GSA.

(d) A statement prepared in duplicate by the Contractor shall accompany each shipment of transportation documents. GSA will acknowledge receipt of the shipment by signing and returning the copy of the statement. The statement shall show --

(1) The name and address of the Contractor;

(2) The contract number including any alpha-numeric prefix identifying the contracting office;

(3) The name and address of the contracting office:

(4) The total number of bills submitted with the statement; and

(5) A listing of the respective amounts paid or, in lieu of such listing, an adding machine tape of the amounts paid showing the Contractor's voucher or check numbers.

I.14 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

[Insert one or more Internet addresses]

I.15 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by

the addition of "DEVIATION" after the name of the regulation.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)

Number	Attachment Title
-----	-----
1	Invoice Preparation Instructions
2	Sample Work Assignment
3	Client Authorization Letter
4	Past Performance Questionnaire
5	Contractor Performance Report
6	Service Contract Act Wage Determination

PART IV - REPRESENTATIONS AND INSTRUCTIONS**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS****K.1 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS (FAR 52.203-11) (APR 1991)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit OMB standard form LLL, Disclosure of Lobbying Activities to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.2 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)*(a) Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

[] TIN: _____

[] TIN has been applied for.

[] TIN is not required because:

[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[] Offeror is an agency or instrumentality of a foreign government;

[] Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other_____.

(f) *Common parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name_____

TIN_____

K.3 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any

of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.4 PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, **G** intends, **G** does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent
_____	_____
_____	_____

**K.5 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (MAY 1999)
ALTERNATE II (NOV 1999)**

(a)(1) The standard industrial classification (SIC) code for this acquisition is 8744 Facilities Support Management Services.

(2) The small business size standard is (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.* (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(5) *[Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.]* The offeror shall check the category in which its ownership falls:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

(c) *Definitions.*

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.* (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension

and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.6 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (FAR 52.219-19) (JAN 1997)

(a) Definition.

" Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the standard industrial classification code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.]

The Offeror [] is, [] is not an emerging small business.

(c) [Complete only if the Offeror is a small business or an emerging small business, indicating its size range.]

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

<u>No. of Employees</u>	<u>Avg. Annual Gross Revenue</u>
___ 50 or fewer	___ \$1 million or less
___ 51 - 100	___ \$1,000,001 - \$2 million
___ 101 - 250	___ \$2,000,001 - \$3.5 million
___ 251 - 500	___ \$3,500,001 - \$5 million
___ 501 - 750	___ \$5,000,001 - \$10 million
___ 751 - 1,000	___ \$10,000,001 - \$17 million
___ Over 1,000	___ Over \$17 million

K.7 SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1999)

(a) *General.* This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) *Representations.(1) General.* The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [] *For Joint Ventures.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*

(c) *Penalties and Remedies.* Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.8 SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1999) ALTERNATE I (OCT 1998)

(a) *General.* This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR

52.219-1, Small Business Program Representation.

(b) *Representations.(1) General.* The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [] *For Joint Ventures.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*

(3) *Address.* The offeror represents that its address_____is, _____is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. ``Address,' ' as used in this provision, means the address of the offeror as listed on the Small Business Administrations register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, ``address' ' refers to the address of the small disadvantaged business concern that is participating in the joint

venture.

(c) *Penalties and Remedies.* Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.9 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

K.10 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)

The offeror represents that--

(a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports,

signed by proposed subcontractors, will be obtained before subcontract awards.

K.11 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that--

(a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
 (b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.12 CLEAN AIR AND WATER CERTIFICATION (FAR 52.223-1) (APR 1984)

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is [], is not [] listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

K.13 RECOVERED MATERIAL CERTIFICATION (FAR 52.223-4) (OCT 1997)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered material to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

K.14 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (OCT 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the

Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

**K.15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE
(FAR 52.227-15) (MAY 1999)**

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data--General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded

to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states *[offeror check appropriate block]--*

[] None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

[] Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

NOTE: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data--General."

K.16 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72) (APR 1984)

The offeror [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See Section L of the solicitation for further information.)

K.17 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984)

(a) Section 6041 of Title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of Title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with Section 6041 of Title 26 of the U.S. Code.

(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line.

.....

K.18 SIGNATURE BLOCK (EP 52.299-900) (APR 1984)

I hereby certify that the responses to the above Representations,

Certifications and other statements are accurate and complete.

Signature: _____

Title : _____

Date : _____

**K.19 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS (EP-S 99-1)
(FEB 1999) DEVIATION**

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e. the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has[], has not [] submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed. (31 U.S.C. 1354)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.204-6	SEP 1999	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
52.214-34	APR 1991	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
52.214-35	APR 1991	SUBMISSION OF OFFERS IN U.S. CURRENCY
52.215-1	DEC 1999	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION
52.215-16	OCT 1997	CONTRACT AWARD ALTERNATE I (OCT 1995)
52.222-24	FEB 1999	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION
52.222-46	FEB 1993	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES

L.2 FACILITIES CAPITAL COST OF MONEY (FAR 52.215-16) (OCT 1997)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

L.3 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of a Cost-Plus-Fixed-Fee contract resulting from this solicitation.

L.4 SIC CODE AND SMALL BUSINESS STANDARD

(a) The standard industrial classification (SIC) code for this acquisition is 8744 Facilities Support Management Services.

(b) (1) The small business size standard is \$5.0 million average annual receipts for an offeror's preceding 3 fiscal years.

(2) The small business size standard for a concern which submits an offer in its own name, other than a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

L.5 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

Linda C. Jordan

Hand-Carried Address:

Environmental Protection Agency
1300 Pennsylvania Ave.
Washington, DC 20004

Mailing Address:

Environmental Protection Agency
Ariel Rios Building (3803R)
1200 Pennsylvania Ave.
Washington, DC 20460

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.6 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be

accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

[Insert one or more Internet addresses]

**L.7 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70)
(APR 1984)**

(a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) Prospective Contractors should refer to FAR Subpart 9.5 and EPAAR Part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

**L.8 USE OF DOUBLE-SIDED COPYING IN SUBMISSION OF PROPOSALS (EP 52.210-155)
(JUL 1990)**

(a) For the purpose of this clause, "double sided copying" means copying two one-sided originals on to the front and back side of one sheet of paper.

(b) Unless otherwise directed by the Contracting Officer, offerors shall use double-sided copying to reproduce all bids or proposals in response to this solicitation.

**L.9 PROPOSED CONTRACT START DATE--LEVEL OF EFFORT CONTRACT (EP 52.212-180)
(AUG 1984)**

For proposal preparation purposes, offerors may assume a contract start date of July 1, 2000 and that the required effort will be uniformly incurred throughout each contract period.

L.10 PROPOSAL SUBMISSION INSTRUCTIONS**a. General Instructions**

These instructions are in addition to the applicable requirements and clauses set forth in the Federal Acquisition Regulation regarding bid/proposal submission and late bid/proposals. Please note that there are distinct addresses designated for bid/proposal submission on the SF 33. Block 7 designates the location specified for delivery of hand carried/courier/overnight delivery service bids/proposals while Block 8 indicates the address specified for receipt of bid/proposals sent by U.S. Mail. Bidders/Offerors are responsible for ensuring that their bids/proposals (and any amendments, modifications or revisions thereto) are submitted so as to reach the Government office designated on the SF 33 prior to the designated date and time established for receipt. Bidders and offerors are also responsible for allowing sufficient time for the bid/proposal to be processed through EPA's internal mail distribution system described below so as to reach the designated location for bid/proposal receipt on time. Failure to timely deliver a bid/proposal to the EPA Bid & Proposal Room on the 6th floor of the Ronald Reagan Building, which is the location designated for bid/proposal receipt in blocks 7 and 8 of the SF 33, will render the bid/proposal "late" in accordance with FAR 14.304 and/or 15.208 and disposition of the bid/proposal will be handled in accordance with FAR 14.304 and 52.214-7 for bids and FAR 15.208 and 52.215-1 for proposals. Bidders/Offerors are cautioned that receipt of a bid/proposal by the Agency's mail room or other central receiving facility does not constitute receipt by the office designated in the solicitation/invitation for bids.

b. U.S. Mail Delivery-SF 33 Block 8

Block 8 on the SF 33 indicates that bids/proposals sent by U.S. Mail must be timely received by the Bid & Proposal Room, Mail Code 3802R. Because EPA adheres to a centralized mail delivery system, any bid/proposal submitted via U.S. Mail to the address specified in block 8 of the SF 33 is initially routed to EPA's mail handling facility located at EPA Headquarters, 401 M Street, S.W., Washington, D.C., and then subsequently routed to EPA's Bid & Proposal Room (Mail Code 3802R) located on the 6th floor of the Ronald Reagan Building. The Bid and Proposal Room on the 6th floor of the Ronald Reagan Building is geographically distinct and is not co-located with the mail handling facility. Bids/proposals sent by U.S. Mail, therefore, will not be considered "received" until such time as they are physically delivered via EPA's mail distribution system to the EPA Bid & Proposal Room in the Ronald Reagan Building. Bidders/Offerors electing to utilize the U.S. Mail for bid/proposal delivery should therefore allow sufficient time prior to the designated time and date for bid/proposal receipt as specified in Block 9 of the SF 33 to allow for the internal routing of their bid/proposal to the EPA Bid & Proposal Room.

All bids/proposals submitted other than by U.S. Mail should utilize the Hand Carried/Courier/Overnight Delivery Service address specified in Block 7 of the

SF 33.

c. Hand Carried/Courier Delivery- SF 33 Block 7

EPA's Bid & Proposal Room that is designated for receipt of hand delivered bids/proposals is located on the 6th floor of the Ronald Reagan Building, 1300 Pennsylvania Ave, N.W., Washington, D.C. Because this is a secure area, EPA bidders/offerors/contractors and/or their couriers/delivery personnel must check in at the EPA visitor guard desk, located to the left of the 13 ½ street entrance, prior to gaining access to the Bid & Proposal Room. A properly addressed bid/proposal, as described below, will be required for admittance to the Bid & Proposal Room. Bids/proposals not properly addressed will be collected by the guard, and routed to the Bid & Proposal Room through EPA's internal mail distribution system, which will delay receipt of the bid/proposal in the Bid & Proposal Room.

d. Overnight Delivery Services- SF 33 Block 7

Bid/Proposal deliveries via overnight delivery services (e.g., Federal Express, Airborne Express) must utilize the address specified in block 7 of the SF 33. Due to the large volume of overnight packages delivered to EPA at one time, all overnight delivery services deliver only to EPA's loading dock at the Ronald Reagan Building, and not directly to the Bid & Proposal Room designated for receipt of bids/proposals in block 7 of the SF 33. From the dock, packages are routed to EPA's mailroom in the Ronald Reagan Building for internal distribution, including distribution to the Bid & Proposal Room. It is important to recognize that regardless of whether the Bid & Proposal Room is noted on the address label as required by block 7 of the SF 33, **NO** overnight delivery service packages are delivered directly to the Bid & Proposal Room and a bid/proposal must be physically received at the Bid & Proposal Room to be considered "received". Therefore, bidders/offerors should not rely upon guaranteed delivery times from overnight delivery services to ensure timely receipt of proposals. Bidders/offerors remain responsible for the timely delivery of their bids/proposals to the Bid & Proposal Room.

e. Bid/Proposal Submission Labels

EPA has developed labels for use on packages containing Bids, Proposals, Amendments, Modifications, or Revisions. Use of these labels will facilitate the routing of bids and proposals to the Bid & Proposal Room. The label formats are shown below. Offerors/bidders must ensure that the following information is clearly indicated on the outside wrapper of all packages containing bids/proposals.

For US MAIL:

For Hand-Carried/Overnight/Courier

Environmental Protection Agency
 Ariel Rios Building
 (Mail Code 3803R) BID/PROPOSAL ROOM
 1200 Pennsylvania Ave.

Environmental Protection Agency
 (Mail Code 3803R)
 Ronald Reagan Building

Washington, D.C. 20460

1300 Pennsylvania Ave, N.W.
Washington, D.C. 20004

Proposal Submission Label for Other Than U.S. Mail Delivery

For Delivery To:

U.S. Environmental Protection Agency
BID and PROPOSAL ROOM, Mail Code 3803R
Ronald Reagan Building
1300 Pennsylvania Ave.
Washington, D.C. 20004

ATTENTION RRB GUARDS: In accordance with post orders, individuals delivering proposals with this label shall be permitted access to the 6th floor Bid and Proposal Room for direct delivery of proposals. Questions should be addressed to 564-4362.

L.11 INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND COST OR PRICING PROPOSALS (EPAAR 1552.215-73) (AUG 1993) DEVIATION

These instructions are provided for the development of a clear and readable technical proposal. The technical proposal should be regarded as a separate or readily detachable part of the total proposal package. All cost or pricing details must be omitted from this part of the total proposal. Offerors are urged to prepare a technical proposal which is specific and sufficiently detailed to allow a complete evaluation of your method for satisfying the requirements set forth in the Statement of Work. Offerors are limited to 100 pages as the maximum submission, using type size no less than 12 point, single spaced.

Technical Proposal Content

Written proposals should consist of five sections: Technical Approach, Management Approach, Corporate or Organizational Experience, Personnel, Past Performance, and Green conferencing Initiative (GCI) Plan. Each of these sections is linked to the corresponding evaluation criterion detailed in the Technical Evaluation Criteria of this RFP.

A. General Instructions

Technical proposals shall be prepared using the following guidance:

1. **Length** - The maximum length of the technical proposals shall be limited to 100 typewritten pages on 8 ½ x 11" paper, using no less than 12 point character size and no less than an average of 3/4" all around for

margins. Type size limits do not apply to Tables and Figures, provided they are clear and readable. The following items are excluded from the above stated page limitation: letters of transmittal, cover page, table-of-contents, dividers. Resumes and Past Performance Questionnaires are not excluded from the above stated page limitation. Foldout pages are considered as the total number of 8-1/2 by 11 inch pages or fractions thereof that they fit. Offerors are strongly urged to be as succinct, clear and concise as possible in writing the proposal and adhering to the recommended page limitation.

2. **Organization** - Offerors are advised to supply all information in the sequence and format specified below. The Offeror's proposal and supporting documentation must provide sufficient basis for a thorough evaluation. It is suggested that proposals be placed in binders with dividers clearly indicating the following sections:

- a. Technical Approach
- b. Management Approach
- c. Corporate or Organizational Experience
- d. Personnel
- e. Past Performance
- f. Green Conferencing Initiative (GCI) Plan

3. **Charts** - Offerors are encouraged to use, whenever appropriate, quantitative and graphical methods to portray facts whenever possible through the use of charts, lists, matrices, diagrams, tabulations, etc.

4. **Prohibition of Cost Data** - All costs or pricing details must be omitted from the technical proposal.

5. **Exceptions** - Any exceptions or conditional assumptions taken with respect to the requirements of this RFP shall be fully explained. Please note, however, that exceptions or deviations may render your proposal ineligible for an award without discussions.

B. Required Sections of the Written Proposal

- a. **Technical Approach:** Understanding of Problems in Areas Related to the Statement of Work and Approach to the Problems. Your technical approach should be specific, detailed, and complete. It should clearly and fully demonstrate that you understand the requirements for the technical problems inherent in the end objectives involved and also present valid and practical solutions for the problems. Stating that you understand and will comply with the Statement of Work, or paraphrasing such phrases as, "standard procedures will be employed" and "well-known techniques will be used" will be deemed insufficient. It is recognized that all of the technical factors cannot be detailed in advance, but the technical proposal must express how you propose to comply with the work statement and a full explanation of the techniques and

procedures you propose to follow.

The Offeror shall further demonstrate an understanding of the requirements and the ability to develop approaches that are adequate for resolving tasks envisioned under the scope of work and demonstrate its capabilities through the Sample Work Assignment (Attachment 2). The Offeror's response shall include detailed technical and financial workplans.

- b. Management Approach:** The offeror shall demonstrate the adequacy of its corporate or organizational structure and available resources, especially personnel, to manage and carry out the work to be required under this contract.

(1) Discuss the involvement of your management in the proposed effort and at what level they would participate in the management of the contract.

(2) Describe the experience of your management in resolving problems encountered in similar situations.

(3) Include a chart identifying the portion of your overall organization assigned to this project. The chart should list the job categories of the proposed personnel and specifically identify the assignments of the key personnel as described in paragraph d below.

- c. Corporate or Organizational Experience.** Provide a resume of company past experience in the field of technical endeavor which would especially qualify your company for this requirement. List all prime contracts and subcontracts in which any performance has occurred of a comparable or related nature and complexity for the Government and private industry in the past three (3) years, and furnish the following:

- i) Contracting Agency (Company), address and phone number.
- ii) Contract number, title and type of contract.
- iii) Date of contract, period and place of performance.
- iv) Address and phone number of Contracting Officers and technical officers.
- v) Turnover percent of contract personnel per year.
- vi) Size of contract (average number of professional technical personnel by contract year; personnel by contract year per category) and dollar value.
- vii) Brief description of contract work, responsibilities, and products.
- viii) Indicate comparability to proposed effort. It is not sufficient simply to state that it is comparable in magnitude and scope. Rationale must be provided to convince the Government that it is indeed comparable.

- ix) Discuss any major technical problems encountered and how they were overcome.
- x) If you propose to use subcontractors who will occupy a major role in this effort, provide as much detail listed above, as available, on these subcontractors.

d. Personnel (Project Personnel Qualifications and Utilization).

Your technical proposal must include a description of the project group proposed for accomplishing the objectives of this RFP. Include an organizational chart for the project showing the names of the project manager of other personnel who will be instrumental in the performance of this contract. Include a brief resume for each person shown stating the special qualifications applicable to the performance of this contract. For key personnel, the resumes should also describe their educations, backgrounds, recent experience, and scientific or technical accomplishments. If consultants, advisors, or subcontractors are to be used, describe the arrangements, and include resumes of the personnel. In addition, for consultants, provide a letter of commitment.

Describe the capacity of your organization with respect to current employee equivalent availability. Are employees on which estimates are based currently on your payroll and available for this work? If not, state the number and types of skills of persons who would have to be hired and your plan for obtaining these personnel.

- e. Past Performance** In addition to the information required for corporate or organizational experience, the Offeror (and all team subcontractors with a subcontract value in excess of \$500,000) shall complete Part A of the Past Performance Questionnaire (Attachment 5) for any previous/current contract/subcontract work that the offeror determines is directly related to the SOW. Offerors should submit one form for each client or reference for whom they have performed work similar in scope to the requirements of this RFP. Multiple Project Summaries describing work performed for the same client under the same contract should be included on the same questionnaire form. Questionnaire forms are subject to the 100-page limitation on proposals.

Offerors with no past performance history, whose past performance history is clearly not relevant, or for whom past performance data is not available, will be not be evaluated favorably or unfavorably for this criterion (i.e. will receive a neutral evaluation). **Note:** If an Offeror does not submit the past performance information required and EPA becomes aware that the Offeror, in fact, has relevant past performance history, the Offeror will be deemed ineligible for award.

Offerors should not provide general information concerning their performance on the identified contracts. General performance information will be obtained from the references. Offerors may describe any quality awards or certifications that indicate the Offeror possesses a high-quality process for developing and producing the products or services required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, Government quality awards/recognition, and private sector awards or certifications. If not bestowed upon the entire company, identify the segment or division of the company that received the award and/or certification. If the award or certification is over three (3) years old, present evidence that qualifications still apply.

In accordance with FAR 15.305(a)(2)(ii), offerors may also identify problems encountered on the identified contracts and discuss the corrective actions that offerors have implemented to ensure that the problems are not likely to occur again.

Offerors shall inform all individuals identified above that EPA Officials will be inquiring into the Offeror's past performance. Offerors should use the "Client Authorization Letter," Attachment 3, for this purpose. These letters should be mailed to individual references no later than five (5) working days after proposal submission.

Past Performance information will be used for both responsibility determinations and as an evaluation factor against which offerors' relative rankings will be compared to assure the best value to the Government. The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. The Past Performance Questionnaire (Attachment 4) will be used to collect this information. References other than those identified by the Offeror may be contacted by the Government and used in the evaluation of the Offeror's past performance.

If no responses are received from a reference, the Government will attempt to contact another reference identified by the Offeror, contact a reference not identified by the Offeror, or complete the evaluation with those references who responded. Attempts to obtain responses will generally not go beyond two telephonic or written messages. The Government is not obligated to contact all references identified by the offeror.

If negative feedback is received from a reference, the Government will compare the negative response to the Offeror's other references to note differences and a score will be assigned based upon consideration of all information obtained. Negative responses will only be disclosed to an Offeror if discussions are

held, except to the extent any such clarifications or communications are permitted prior to discussions (if any) under FAR 15.306. Under no circumstances will the individual names of responding references be disclosed.

Team subcontractor's past performance will be evaluated similarly. The above instructions apply to all team subcontractors proposed.

- f. **Green Conferencing Initiative (GCI) Plan** The offeror shall submit a Green Conference Initiative (GCI) Plan describing steps the contractor plans to take to incorporate Green Conference practices in the performance of this contract.

The plan shall include the following:

- 1) A statement of policy concerning the organization's commitment to implement a GCI program to assure that opportunities are made to incorporate Green Conference practices.
- 2) The designation of an official within the company responsible for incorporating Green Conference practices in the performance of this contract and a description of how the person or function fits within the organizational structure. Generally, this position would be at a middle to upper level of management and would be available to the EPA as a point of contact.
- 3) The type and degree of experience the offeror has in developing and applying GCI in the planning and execution of conferences.
- 4) Ideas the offeror has for addressing GCI in each of the following areas:
 - A) Communications and General Office Practices: All of the communication platforms related to the production, delivery and management of a meeting or conference.
 - B) Accommodations: All facilities that provide housing for meeting or conference attendees relating to guest rooms and public areas but excluding food and beverage.
 - C) Transportation: All forms of movement facilitating getting to and from facilities used during a meeting or conference.
 - D) Food and Beverage: All food and beverage services, outlets and facility catering providers that the meeting or conference program encompasses.
 - E) Facilities: All inclusive of but not limited to convention centers, hotel meeting rooms, auditoriums, university conference facilities and theaters.

F) Exhibitions: All aspects of trade shows, including exhibitors and attendees, excluding the facility operations.

- C. Assumptions, Deviations, and Exceptions. Any exceptions or conditional assumptions taken with respect to the technical requirements of the RFP should be fully explained. Any exceptions taken to the technical requirements should be fully justified. Such exceptions will not, of themselves, automatically cause a proposal to be termed not fully responsive to the RFP requirements. A large number of exceptions, or one or more significant exceptions not providing any obvious benefit to the Government, may result in a finding that your proposal is not within the competitive range.
- D. Additional Information. The technical proposal should include UNPRICED details of labor hours, material, travel and other direct cost elements. Use exhibits and schedule formats that will be readily identifiable by comparison with your cost proposal. The technical proposal should include a statement of whether or not acceptance of a contract for this project might have an adverse effect on the performance of other Government contracts. If "yes," indicate the nature and extent of the effect.
- E. Evaluation of Proposals. You are advised to read closely the evaluation criteria prior to preparation of a technical proposal.

(b) Cost or pricing proposal instructions:

In addition to a hard copy of the information, to expedite review of your proposal, you are requested to submit a computer disk containing the financial data required under 1552.215-73(b)(2) through (b)(7), if this information is available using a commercial spreadsheet program on a personal computer. Please indicate the software program used to create this information. Offerors should include the formulas and factors used in calculating the financial data. Although submission of the computer disk will expedite review, failure to submit the disk will not affect consideration of your proposal.

(1) General - Submit the following information under a separate cost proposal:

- (i) Clearly identify separate cost or pricing information associated with any:
 - (A) Options to extend the term of the contract;
 - (B) Options for the Government to order incremental quantities; and/or
 - (C) Major tasks, if required by the special instructions.

- (ii) Submit current financial statements, including a Balance Sheet, Statement of Income (Loss), and Cash Flow for the last two completed fiscal years. Specify resources available to perform the contract without assistance from any outside source. If sufficient resources are not available, indicate in your proposal the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).

(2) Direct Labor.

- (i) Attach support schedules for each proposed labor category, indicating both proposed hours and rates. All management and support (such as clerical, corporate and day-to-day management) hours and costs proposed to be a direct charge, in accordance with your normal accounting treatment, are to be shown separately from that for the technical effort.
- (ii) Explain the basis of the proposed labor rates, including a complete justification for all judgmental factors used to develop weights applied to your company's category or individual rates that comprise the rates for labor categories specified in the solicitation. This explanation should describe how your technical approach coincides with the proposed costs.
- (iii) Describe for each labor category proposed your company's qualifications and experience requirements. If individual rates are used, provide the employee's name. If specific individuals are identified in the technical proposal, correlate these individuals with the labor categories specified in the solicitation.
- (iv) Provide a matrix summarizing the effort proposed, including the subcontracts, by professional and technical level specified in the solicitation.
- (v) Indicate whether current rates or escalated rates are used. If escalation is included, state the degree (Percent) and methodology. The methodology shall include the effective date of the base rates and the policy on salary reviews (e.g. anniversary date of employee or salary reviews for all employees on a specific date).
- (vi) State whether any additional direct labor (new hires) will be required during the performance period of this acquisition. If so, state the number required.

(3) Indirect costs (overhead, general, and administrative expenses).

- (i) If your rates have been recently approved, include a copy of the rate agreement.
- (ii) Submit supporting documentation for rates which have not been approved or audited.

(4) Travel expense.

- (i) If the solicitation specifies the amount of travel costs, this amount is exclusive of any applicable indirect costs and fee.
- (ii) Attach a schedule illustrating how travel was computed. Include a breakdown indicating number of trips, number of travelers, destination, purpose and cost.

(5) Subcontracts. Identify the subcontractors. State the amount of service estimated to be required and the quoted daily or hourly rate.

(6) Equipment, facilities and special equipment, including tooling.

- (i) If direct charges for use of existing contractor equipment are proposed, provide a description of these items.
- (ii) If equipment purchases are proposed, provide a description of these items, and a justification as to why the Government should furnish the equipment or allow its purchase with contract funds. (Unless specified elsewhere in this solicitation, FAR 45.302-1 requires contractors to furnish all facilities in performance of contracts with certain limited exceptions.)
- (iii) Identify Government-owned property in the possession of the offeror or proposed to be used in the performance of the contract, and the Government agency which has cognizance over the property.
- (iv) Submit proposed rates or use charges for equipment, along with documentation to support those rates.

(7) Other Direct Costs (ODC).

- (i) Attach a schedule detailing how other direct costs were computed. Identify the major ODC items that under your accounting system would be a direct charge on any resulting contract.
- (ii) If the solicitation specifies the amount of other direct costs, this amount is exclusive of any applicable indirect cost and fee.

- (iii) If any of the cost elements identified as part of the specified other direct costs are recovered as an indirect cost, in accordance with the offeror's accounting system, those costs should not be included as a direct cost. Complete explanation of this adjustment and the contractor's practice should be provided.
- (iv) Provide dollars per LOE hour on similar contracts or work assignments.

L.12 PAST PERFORMANCE INFORMATION (EP 52.215-105) (DEC 1995)

(a) Offerors shall submit the information requested below as part of their proposal for both the offeror and major (over \$500,000) proposed subcontractors. The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.

(b) Offerors shall submit a list of all contracts and subcontracts completed in the last 3 years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement. The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses which are of similar scope, magnitude, and complexity to that which is detailed in the RFP. Include the following information for each contract and subcontract:

- (1) Name of contracting activity.
- (2) Contract number.
- (3) Contract title.
- (4) Contract type.
- (5) Brief description of contract or subcontract.
- (6) Total contract value.
- (7) Period of performance.
- (8) Contracting officer and telephone.
- (9) Program manager and telephone.
- (10) Administrative Contracting Officer, if different from #8, and telephone.
- (11) List of major (over \$500,000) subcontractors (if applicable).

(c) Offerors should not provide general information on their performance on the identified contracts. General performance information will be obtained from the references.

(1) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded.

(2) If none of the references respond, an offeror will receive a neutral score. Attempts to obtain responses will generally not go beyond two telephonic messages and/or written requests from the Government, unless

otherwise stated in the solicitation.

(d) If negative feed back is received from an offeror's reference, the Government will compare the negative response to the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information. Negative and/or positive responses will only be revealed to an offeror when holding discussions, except to the extent that any such clarification or communications are permitted prior to discussion, if any pursuant to FAR 15.306.

(e) Offerors must send Client Authorization Letters (see Section J of the solicitation) to each reference listed in their proposal to assist in the timely processing of the past performance evaluation.

(1) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant directly related or similar past performance. If an offeror does not indicate whether past performance history exists, the offeror's proposal may be considered ineligible for award.

(2) Client Authorization Letters should be mailed to individual references no later than five (5) working days after proposal submission. The offeror should forward a copy of the Client Authorization Letter to the Contracting Officer simultaneously with mailing to references.

(f) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(g) Each offeror will be evaluated on performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, and complexity to this requirement. Past Performance information will be used for both responsibility determinations and as an evaluation factor for award against which offerors' relative rankings will be compared to assure the best value to the Government. The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. The Past Performance Questionnaire identified in Section J will be used to collect this information. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

(h) The Contracting Officer will retain the information collected on past performance in the official contract file.

L.13 PAST PERFORMANCE

Past Performance Questionnaire - As described in Section M and the Past Performance Questionnaire (Attachment (4)), the offeror's past performance will be evaluated on the following areas:

- 1) Quality of services/supplies,
- 2) Timeliness of performance,
- 3) Effectiveness of management (including subcontractors),
- 4) Initiative in meeting requirements
- 5) Response to Technical Direction
- 6) Responsiveness to performance problems,
- 7) Compliance with cost/price estimates,
- 8) Customer satisfaction, and
- 9) Overall performance.

Each of the qualitative factors described above are considered of equal importance. The Past Performance Questionnaire will be used to elicit information from a maximum of five (5) previous clients (federal, state, local, or commercial clients) to evaluate the qualitative factors identified above and in Section M. These qualitative factors will be used in evaluating the quality of past performance. In addition, the Government may use past performance information obtained from sources other than those identified by the offeror.

The offeror shall complete the top portion of page one of the Past Performance Questionnaire and shall send one copy of the questionnaire directly to the client company's (or agency's) Program Manager (or other corporate representative). This should be done within seven business days after release of the solicitation. The offeror shall request the client's Program Manager (or other corporate or organizational representative) to complete the questionnaire and forward it to the following address no later than ten (10) business days after the proposal due date for this solicitation:

Linda Jordan, Contracting Officer
HPOD, PCSC
US Environmental Protection Agency (3803R)
Ariel Rios Building
1300 Pennsylvania Ave., NW
Washington, DC 20460

Questionnaires that have not been submitted by the above date will not be considered in the evaluation of past performance, but late questionnaires will not render the entire proposal late as defined in FAR 15. The offeror should provide a list of clients who are expected to submit a completed questionnaire with their proposal submission.

L.14 TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)

Offerors must submit all technical questions concerning this solicitation in writing to the contract specialist. EPA must receive the questions no later than 10 calendar days after the date of this solicitation. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

L.15 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT (EP 52.215-115) (MAR 1989)

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

L.16 DEFINITION OF LABOR CLASSIFICATIONS (EP 52.215-120) (FEB 1985)

Offerors shall use the following labor classifications in preparing their technical and cost proposals.

(a) Definition of labor classifications. The direct labor hours appearing below are for professional and technical labor only. These hours do not include management at a level higher than the project management and clerical support staff at a level lower than technician. If it is your normal practice to charge these types of personnel as a direct cost, your proposal must include them along with an estimate of the directly chargeable man-hours for these personnel. If this type of effort is normally included in your indirect cost allocations, no estimate is required. However, direct charging of indirect costs on any resulting contract will not be allowed. Additionally, the hours below are the workable hours required by the Government and do not include release time (i.e., holiday, vacation, etc.).

(b) Distribution of level of effort. Submit your proposal utilizing the labor categories and distribution of the level of effort specified below:

Technical Level 1

Period	Base Amount	Optional Amount
-----	-----	-----

BASE Period	3,000	3,000
Option Period I	3,000	3,000
Option Period II	3,000	3,000
Option Period III	3,000	3,000

Technical Level 2

Period	Base Amount	Optional Amount
-----	-----	-----
BASE Period	3,600	3,600
Option Period I	3,600	3,600
Option Period II	3,600	3,600
Option Period III	3,600	3,600

Technical Level 3

Period	Base Amount	Optional Amount
-----	-----	-----
BASE Period	1,100	1,100
Option Period I	1,100	1,100
Option Period II	1,100	1,100
Option Period III	1,100	1,100

Technical Level 4

Period	Base Amount	Optional Amount
-----	-----	-----
BASE Period	300	300
Option Period I	300	300
Option Period II	300	300
Option Period III	300	300

(c) When identifying individuals assigned to the project, specify in which of the above categories the identified individual belongs. If your company proposes an average rate for a company classification, identify the professional or technical level within which each company category falls.

(d) You should also submit cost information for each of the following:

- 1) A summary proposal for the total contract period
- 2) For each contract period:
 - i) a Summary Proposal

- ii) a Proposal for the basic quantity
- iii) a Proposal of 8000 hours for the option quantity

DEFINITION OF LABOR CLASSIFICATIONS

Offerors shall use the following labor classifications in preparing their technical and cost proposals:

TECHNICIAN

(1) Level 4 - Plans, conducts and supervises project of major significance, necessitating advanced knowledge and the ability to originate and apply new and unique methods and procedures. Supplies technical advice and counsel to others. Generally operates with wide latitude for unreviewed action.

Typical Title: Project Manager, Program Manager

Normal Qualifications: Certified Meeting Planner or equivalent

Experience: 6 years or more

(1) Level 3 - Performs nonroutine and complex assignments. Works under general supervision of program manager. Is responsible for locating, scheduling, planning aspects of meetings to be conducted. May supervise lower technicians.

Typical Title: Meeting Planner, Sr. On-site Coordinator, etc.

Experience: 3 years or more

(2) Level 2 - Performs assignments of a more routine nature. Works under supervision of program manager and/or Level 3 personnel. Performs such tasks as design of registration forms, and meeting announcement, coordination of smaller meetings, etc.

Typical Title: Graphic Artist, Jr. On-site Coordinator, etc.

Experience: 2 years or more

(3) Level 1 - Performs simple and routine tasks or tests under close supervision. Performs such tasks as operating of audio-visual equipment at meetings, registration of attendees, and clerical duties including typing, receptionist, making nametags, envelope stuffing, etc.

Typical Title: Clerk 0-2 years

Experience/Qualifications Substitutions

(1) Any combination of additional years of experience in the proposed field of expertise plus full time college level study in the particular field totaling

four (4) years will be an acceptable substitute for a B.S. Degree.

(2) A B.S. Degree plus any combination of additional years of experience and graduate level study in the proposed field of expertise totaling two (2) years will be an acceptable substitute for a Masters Degree.

(3) A B.S. Degree plus any combination of additional years of experience and graduate level study in the proposed field of expertise totaling four (4) years or a Masters Degree plus two (2) years of either additional experience or graduate level study in the proposed field of expertise will be an acceptable substitute for a Ph.D. Degree.

(4) Additional years of graduate level study in an appropriate field will be considered equal to years of experience on a one-for-one basis.

L.17 EVALUATION OF OTHER DIRECT COSTS (EP 52.215-130) (APR 1984)

For evaluation purposes, offerors shall propose the following amounts:

<u>Performance Period</u>	<u>Base Quantity</u>	<u>Optional Quantity</u>
Base Period	\$237,000	\$237,000
Option Period I	\$248,850	\$248,850
Option Period II	\$261,300	\$261,300
Option Period III	\$274,365	\$274,365
Option Period IV	\$288,100	\$288,100

L.18 IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100) (FEB 1991)

This procurement is being processed as follows:

(a) Type of set-aside: 8(a) Program

Percent of the set-aside: [\$ISBSA PORTION]

(b) 8(a) Program: Not Applicable

L.19 SUBCONTRACTING PROGRAM PLAN FOR UTILIZATION OF SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-125) (AUG 1984)

As part of the initial offer, offerors shall submit a subcontracting plan as called for by FAR 52.219-9.

L.20 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EPAAR 1552.233-70) (JUL 1999)

Agency protests must be filed with the Contracting Officer in accordance

with the requirements of FAR 33.103(d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protester may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR 21.2(a)(3), any protest to the GAO must be filed within 10 days of knowledge of the initial adverse Agency action.

SECTION M - EVALUATION FACTORS FOR AWARD**M.1 EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirements. Evaluation of options will not obligate the Government to exercise the option(s).

M.2 EPA SOURCE EVALUATION AND SELECTION PROCEDURES--NEGOTIATED PROCUREMENTS (EPAAR 1552.215-70) (AUG 1999)

(a) The Government will perform source selection in accordance with FAR Part 15 and the EPA Source Evaluation and Selection Procedures in EPAAR Part 1515 (48 CFR Part 1515). The significant features of this procedure are:

- (1) The Government will perform either cost analysis or price analysis of the offeror's cost/business proposal in accordance with FAR Parts 15 and 31, as appropriate. In addition, the Government will also evaluate proposals to determine contract cost or price realism. Cost or price realism relates to an offeror's demonstrating that the proposed cost or price provides an adequate reflection of the offeror's understanding of the requirements of this solicitation, i.e., that the cost or price is not unrealistically low or unreasonably high.
- (2) The Government will evaluate technical proposals as specified in 1552.215-71, Evaluation Factors for Award.

(b) In addition to evaluation of the previously discussed elements, the Government will consider in any award decision the responsibility factors set forth in FAR Part 9.

M.3 EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (SEP 1996)

(a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government, cost or price and other factors considered. For this solicitation, all evaluation factors other than cost or price when combined are significantly more important than cost or price.

(b) Technical Evaluation Criteria. The technical proposal instructions in Section L are hereby incorporated into the technical evaluation criteria

set forth below:

1. Technical Approach (25 points)

Technical Approach will consist of the following 2 areas which are of equal importance.

a. Offerors will be evaluated on their approach to planning and organizing contract activities as presented in the SOW. Offerors will be evaluated on the extent to which they can meet the requirements of the contract through clear lines of authority, communication and responsibility. Offeror will be evaluated on their ability to provide quick response support.

b. In addition, Offeror's will be evaluated on the adequacy of their Work Plan (prepared in accordance with the Attachment 2 Sample Work Assignment. Demonstrated understanding of the objectives of the Tasks, the problems that may be anticipated and their solutions; proposed staffing; and the likelihood that the proposed approach will complete the task on time.

2. Management Approach (10 points)

Offerors will be evaluated on their proposed management structure and the relationship of its component parts, including as appropriate subcontractors, consultants and other persons that are not full-time employees of the contractor. Demonstrated procedures and administrative systems to perform assignments under the proposed contract. Proposals shall include a process flow sheet for managing Work Assignment, as well as examples of checklists, logs, and files that are routinely used to monitor work flow for work performed on contract. Demonstrated ability to perform up to four (4) Work Assignments simultaneously. Specifically, the contractor must demonstrate its ability to identify and assemble high quality support teams to perform tasks of a similar type as work to be performed on the proposed contract.

3. Corporate or Organizational Experience (15 points)

Offerors will be evaluated on their current and prior corporate experience managing contracts of a similar scope, dollar value, size and complexity to the tasks in the SOW. The Offeror will be evaluated on the information presented in their written proposal pertaining to all contracts and subcontract currently in the process, or completed within the past three years, which are similar in nature to this requirement.

4. Personnel (15 points)

Offerors will be evaluated on their demonstrated relevant accomplishments, education, experience, availability and organization of personnel (including subcontractors and consultants) proposed under the contract.

5. Past Performance (20 points)

Offerors's past performance will be evaluated based on the information presented in their Past Performance Questionnaire forms, on information obtained by contacting the Offerors's supplied references and/or on other information obtained by the Government from other sources. Additionally, the Offerors will be evaluated on the relevance of their previous experience to the task areas of the SOW.

6. Green Conferencing Initiative (GCI) Plan (15 points)

Offerors will be evaluated on the familiarity with Green Conferencing and the degree to which they will incorporate such practices in the performance of the SOW as demonstrated by their GCI Plan.

TOTAL 100 Points

ATTACHMENT 1

INVOICE PREPARATION INSTRUCTIONS

INVOICE PREPARATION INSTRUCTIONS
SF 1034

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) **U.S. Department, Bureau, or establishment and location** - insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.
- (3) **Contract/Delivery Order Number and Date** - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) **Requisition Number and Date** - leave blank.
- (5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.
- (7) **Discount Terms** - enter terms of discount, if applicable.
- (8) **Payee's Account Number** - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) **Payee's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) **Shipped From; To; Weight Government B/L Number** - insert for supply contracts.
- (11) **Date of Delivery or Service** - show the month, day and year,

beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.

- (12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page _____ of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

(Name of Official)

(Title)

- (13) **Quantity; Unit Price** - insert for supply contracts.
- (14) **Amount** - insert the amount claimed for the period indicated in (11) above.

INVOICE PREPARATION INSTRUCTIONS
SF 1035

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) **U.S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.
- (2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.
- (3) **Schedule Number** - leave blank.
- (4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.
- (6) **Articles or Services** - insert the contract number as in the Standard Form 1034.
- (7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) **A summary of claimed current and cumulative costs and fee by major cost element.** Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The **fee** shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total) and the total direct labor dollars billed for the period in the invoice.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Contractor Acquired Equipment (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify by labor category the number of hours, fixed hourly rate, and the total dollars billed for the period of the invoice.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Contractor Acquired Equipment - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in

unallowable accounts in the contractor's accounting system.

RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules. NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) **Contractor's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.

- (2) **Contract Number** - insert the number of the contract under which reimbursement is claimed.
- (3) First voucher number and completion voucher number.
- (4) Total amount of cost claimed for each cost element category through the completion voucher.
- (5) Total Fee awarded.
- (6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.
- (7) Fiscal year.
- (8) Indirect cost center.
- (9) Appropriate basis for allocation.
- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).
- (11) Signature.
- (12) Official title.
- (13) Date.

FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

ATTACHMENT 2

SAMPLE WORK ASSIGNMENT

Sample Work Assignment**PURPOSE OF THIS WORK ASSIGNMENT:**

This work assignment will provide logistical support for November, 2000, National meeting and Regional Division Directors Meeting of the Office of Prevention, Pesticides and Toxic Substances (OPPTS). The meetings will be held in Seattle, Washington. OPPTS' National Meeting brings together EPA regional and headquarters personnel involved in regulation and implementation activities under TSCA, FIFRA, FQPA, EPCRA, PPA, and three asbestos statutes. The purpose of this work assignment is to provide for logistical support to Region 10 and OPPTS/HQ before, during, and after holding a National Meeting and Regional Division Directors meeting. As indicated, there will be two meetings that occur at the same location and at the same time.

OPPTS has the lead for implementing pollution prevention programs within EPA. As such, we expect that this meeting will be staged using as many pollution prevention measures as possible. This meeting shall be a showpiece for "green conferences," and the contractor is expected to take initiative in identifying and recommending for EPA approval as many environmentally responsible conference features and practices as feasible. These include but are not limited to waste management, recycling, energy use, use of renewable resources in a sustainable manner and conservation of non-renewable resources. At a minimum, the contractor's work plan shall address pollution prevention opportunities associated with:

- all transportation needs of attending participants;
- selection of hotel accommodations (including price, performance and environmental considerations contributing to the selection of a particular hotel);
- selection of a meeting facility (including price, performance and environmental consideration associated with selection of a particular facility);
- provision of food and beverages in general within all venues utilized for the conference; and,
- procedures for communication with meeting participants as well as other general office practices, registration, and dissemination of meeting related information to participants before, during and after the meeting.

During the 2-1/2 day National Meeting, EPA anticipates that approximately 130 people from headquarters and the regions will attend on all days. For the 2 day Regional Division Directors' meeting, EPA estimates that approximately 50 people, including at least ten Regional Division Directors and many senior managers from OPPTS and OECA headquarters, will attend.

The contractor shall attend all sessions of both meetings, will attend

planning meetings prior to the conferences to help prepare and plan for sessions, and will conduct a pre-meeting inspection of the meeting facilities chosen by the host region. In addition, the contractor may be asked to record or take notes at, and/or facilitate some sessions, particularly at the National Meeting. The contractor will provide a summary of the proceedings of both meetings, using notes from each session.

The Agency is choosing to use a support contract for this effort in order to provide for the most efficient manner in which to discuss and help resolve the issues that are identified in the meetings as affecting those headquarters and regional staff working in OPPTS programs.

MEETING SPECIFICATIONS:

Time frame: November 2000

Meeting 1 (M1), the National Meeting shall commence on Tuesday morning and end on Thursday afternoon.

Meeting 2 (M2), the Regional Division Directors' meeting, shall commence on Tuesday morning and end on Wednesday afternoon.

Meeting rooms: The Contractor shall identify all possible meeting sites capable of and available for holding the meeting on the specified dates and will submit them to the WAM with the contractor's recommendation. The WAM will select a hotel with sleeping rooms and meeting rooms for the Division Directors meeting, and sleeping rooms only for the National Meeting. The contractor shall review, negotiate, and finalize contracts setting forth pertinent arrangement with the hotel.

Tuesday

One meeting room capable of holding up to 60 participants. Room should be arranged in a hollow square seating 35, with theater-style seating for an additional 25. The room should have microphones, space for audiovisual equipment, and two flip charts, and should be reserved from 8:00 a.m. until 6:00 p.m.

Wednesday

One meeting room capable of holding up to 60 participants. Room should be arranged in a hollow square seating 35, with theater-style seating for an additional 25. The room should have microphones, space for audiovisual equipment, and two flip charts, and should be reserved from 8:00 a.m. until 4:00 p.m.

Sleeping Rooms

National Meeting -- 70 single rooms at government rates for Monday, Tuesday, and Wednesday nights. Each participant will be responsible for reserving and paying for his/her accommodations. Checkout time will occur on Thursday.

Division Directors meeting -- 25 single rooms at government rates for Monday night, and 30 for Tuesday night. Each participant will be responsible for reserving and paying for his/her accommodations. Reservations will begin on Monday night, with checkout on Wednesday.

TASKS:

Task 1: Prepare Workplan

The contractor shall schedule a meeting with the WAM within 5 business days after receipt of this Work Assignment to discuss the work plan. Within 10 days after receipt of this Work Assignment, the contractor shall prepare a workplan that describes the approach to complete the tasks, estimates labor hours, estimates the budget and provides a deliverables schedule and staffing plan. Using in-person meetings, telephone, e-mail, and fax, EPA and the contractor will maintain open communication as frequently as needed. The contractor shall track expenses incurred and submit a monthly report of actual hours and dollars spent each month by tasks, in addition to cumulative figures.

Task 2: Facility Arrangements

The meetings will be held November 2000 using hotels and conference facilities recommended by the contractor and approved in advance by EPA. The contractor will finalize all facility arrangements and should plan one or two trips to the host city to meet with the WAM and review the facility.

Subtask A

Contractor will finalize hotel arrangements and establish a master account with the selected hotel property to cover meeting room and audiovisual equipment rental, and will manage all monetary transactions associated with these meetings.

Subtask B

Contractor will finalize arrangements for a block of guest rooms at the host hotel property as set forth earlier in this Work Assignment. The bills for the hotel rooms will be paid by the participants. Workshop attendees will be responsible for making their own reservations, forwarding required deposits, and establishing credit with the hotel in accordance with the guidance and cutoff dates that will be specified in the logistical packets sent to them.

Subtask C

For the Division Directors meeting, contractor will finalize meeting logistics at the host hotel, as follows:

Tuesday, Day 1

-- One room holding 60 people, hollow square for 35, theater for 25

Wednesday, Day 2

- One room holding 60 people, hollow square for 35, theater for 25

Subtask D

Contractor will contact presenters to inquire about audiovisual needs. Contractor will arrange with the hotel to provide the necessary equipment, and will ensure that all equipment is on site and operational prior to and during the session(s). Contractor will provide on-site assistance to presenters for their slides, overheads, and other miscellaneous A/V needs.

Specific audiovisual equipment to be provided at sessions for both meetings may include the following:

- a 35-mm slide projector w/carousel, with a remote, extra carousels, and stand;
- a VCR and TV monitor and stand
- a 10' projection screen
- flip charts, easels, and three colors of magic markers -- black, red, green
- standing podium with goose neck light
- lavalier microphone
- five table microphones
- microphone mixer; and
- a dedicated audiovisual technician

Additional on-site audiovisual requirements include the management of on-site copying services, as requested by the WAM, in conjunction with the hotel business center. Contractor shall check with the hotel to determine if on or off-site copying services are available. The contractor shall also rent for the week a laser printer and a desktop computer and 2 laptop computers that are connectable to the printer. The computers shall include on their hard drives operating Windows 95, dBase IV, and WordPerfect 6.1 programs, and include a color monitor/screen, 3.5" HD disk drive, and a CD-ROM drive. Contractor shall be responsible for the storage and security of this equipment during the evening and night. The contractor shall prepare summaries of each day's sessions or provide laptops for session managers to do so, and have them available for review the following day. Should the session managers have left the meeting or should some other event foreclose next-day review, the contractor shall endeavor to get session summaries reviewed during the week following the meeting.

Finally, the contractor shall work with the hotel to make the meeting as "green" as possible, including, but not limited to the provision of recycling containers for cans, bottles, paper, etc., power saver features on leased equipment, and other pollution prevention techniques acceptable to both the hotel and EPA. Contractor shall provide for badge and name tent recycling.

Task 3: Preparation of materials and mailing of registration

materials

Contractor shall prepare pre-meeting and on-site materials in accordance with EPA's publication and printing policies.

Contractor will work with the WAM to collect and distribute issue papers and/or handouts that can be distributed prior to the actual meeting dates; the list of persons to whom distributions will be made will be furnished by EPA. Contractor will develop logistical information and packets for attendees. Additionally, contractor will provide appropriate maps, public transportation information, locations of restaurants and other facilities, hotel information, and directions to the hotel from the airport for inclusion with the logistical information. Contractor will obtain WAM approval prior to distribution.

Contractor will produce on-site materials, including pre-printed name badges for participants, name tents for presenters and exhibitors, and directional signage. Contractor will reproduce copies of presenter's handouts, if necessary, and will develop a list of participants and a final agenda to be collected in pre-printed folders or notebooks and distributed on site. A preliminary list of participants (those who pre-registered) should be compiled and made available as well.

Task 4: Meeting support

Contractor will provide staffing support for all on-site logistical activities. Contractor personnel will staff a registration desk and manage a message/information center, monitor the operation of A/V equipment, ensure that all meeting facilities are properly set, and that all support services are coordinated and efficiently provided, interact with EPA and hotel staff, strategically place directional signage at the hotel, coordinate ground transportation requirements, and provide overall management of logistical concerns. At the request of the WAM, contractor will arrange to provide electrical and communication hook-ups at the registration desk for copying machines and laptops and modems that will be provided by both the contractor and EPA staff.

Contractor will assign staff to take notes at all non-plenary sessions of both meetings; this may require up to three note takers. As requested by the session manager, contractor staff will take the official notes for the session on flip charts that can be used to summarize agreements reached, issues discussed, future actions agreed upon, etc. Contractor staff shall ensure that two seats in each of the smaller session rooms are reserved for headquarters and regional presenters.

Task 5: Post-meeting support

Contractor shall collect notes from session managers as the sessions close, collect all flip chart notes or handwritten notes, integrate these into the notes taken by the contractor staff, and type them for review by session managers. Many sessions may have Action Item lists which shall eventually be distributed to the attendees of the two meetings. Contractor shall prepare follow-up meeting information, have them reviewed by session managers, and

distribute them to all meeting attendees through a method to be recommended by the Contractor and approved by the WAM. Contractor will obtain WAM approval of materials to be included with the post meeting packet.

PERFORMANCE CRITERIA:

1. Final written materials shall be free of typographical errors, printing errors, and significant grammatical mistakes.
2. Final written summary shall be clearly written, with sufficient detail to provide readers with a clear understanding of the major issues presented at the meeting, decisions made, decisions pending, and commitments for future actions.
3. Logistical support personnel shall be courteous, knowledgeable about conference logistics, and readily available during conference hours.
4. This meeting shall be a showpiece for the application of environmentally responsible conferencing features and practices. The success of this effort will be judged by the following three elements:
 - A) the creativity and persistency of the contractor in the identification of as many environmentally responsible conferencing features and practices as possible,
 - B) the successful application by the contractor of as many of the identified environmentally responsible conferencing features and practices as possible,
 - C) the learning and understanding shared with EPA about the barriers responsible for the not-successfully-applied identified environmentally responsible conferencing features and practices.

DELIVERABLES:

1. A workplan shall be submitted to the WAM withing ten days of receipt of the work assignment from the Contracting Officer. The workplan shall contain a description of how the tasks will be accomplished, estimates of labor hours and other direct costs, estimated costs to be incurred for labor hours and other direct costs, and an estimated schedule for completion of each task.
2. Hotel agreements/contract (Task 1). Proposal for hotel facilities, including arrangements and costs, to be presented to WAM within five business days of the host region's final recommendation of a facility. Contract is to be signed within five business days of approval by the WAM.
3. Drafts and finals of all written materials prepared for Task 2. First drafts of products shall be due no later than ten working days after the initial request is made by the WAM. Final products for tasks shall be due no later than five working days after receipt of EPA's final comments on the final draft.

4. Minutes. First draft of session minutes due to the session manager the day after the session is held. Following receipt and incorporation of session manager comments, each set of session minutes is eligible for inclusion in the meeting summary. The first draft of the meeting summary is due no later than ten working days after the close of the meetings. Final version of the meeting summary is due no later than ten working days after receipt of the WAM's comments on the final draft.

ATTACHMENT 3

CLIENT AUTHORIZATION LETTER

Client Authorization Letter

[Addressee]

Dear "Client":

We are currently responding to the Environmental Protection Agency RFP No. _____ for the procurement of _____. The EPA is placing increased emphasis in their acquisitions on past performance as a source selection evaluation factor. EPA requires offerors to inform references identified in proposals that EPA may contact them about past performance information.

If you are contacted by EPA for information on work we have performed under contract for your company/agency/state or local government, you are hereby authorized to respond to EPA inquiries.

Your cooperation is appreciated. Please direct any questions to _____.
(offeror's point-of-contact)

Sincerely,

ATTACHMENT 4

PAST PERFORMANCE QUESTIONNAIRE

PAST PERFORMANCE QUESTIONNAIRE**S O U R C E S E L E C T I O N S E N S I T I V E I N F O R M A T I O N**

Name of Offeror: _____

Contract Information
(supplied by offeror in proposal)

Name of Contractor: _____

Contract Number: _____

Contract Title: _____

Contract Value: _____

Type of Contract: _____ Period of Performance: _____

The ratings below are supplied by the contractor identified above, NOT the offeror.

Performance Elements	Not Applicable	Outstanding	Satisfactor y	Unsatisfactor y
1. Quality of Product or Service				
2. Timeliness of Performance				
3. Effectiveness of Management (including subcontractors)				
4. Initiative in Meeting Requirements				
5. Response to Technical Direction				
6. Responsiveness to Performance Problems				
7. Compliance with Cost Estimates				
8. Customer Satisfaction				
9. Overall Performance				

10. Remarks on outstanding performance:

(Provide data supporting this observation; you may continue on a separate sheet if needed.)

11. Remarks on unsatisfactory performance:

(Provide data supporting this observation; you may continue on separate sheet if needed.)

12. Please identify any corporate affiliations with the offeror.

13. Would you do business with _____ again?
(insert offeror's name)

14. Information provided by:

Name

Title

Mailing Address (Street and P.O. Box)

City, State and Zip Code

Time of Call

Telephone and Fax Numbers

15. Questionnaire completed by:

Name of EPA Employee

Signature of EPA Employee

Title

Date Questionnaire Completed

ATTACHMENT 5

CONTRACTOR PERFORMANCE REPORT

National Institutes of Health
CONTRACTOR PERFORMANCE REPORT

FINAL REPORT _____ INTERIM REPORT _____ (Check one)

REPORTING PERIOD: (from) _____ (to) _____

CONTRACTING OFFICE (Location): _____

CONTRACT NUMBER: _____

TASK NO: _____

CONTRACTOR NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____

ZIP CODE: _____

CONTRACT AWARD DATE: _____

CONTRACT EXPIRATION DATE: _____

TIN: _____

CONTRACT VALUE: \$ _____

SIC: _____

DESCRIPTION OF REQUIREMENT (Title): _____

RATINGS

Summarize contractor performance and *circle* the number which corresponds to the rating for each rating category. (See attached Rating Guidelines) At this time comments are limited to 2000 characters.

QUALITY OF PRODUCT OR SERVICE

Rating: 0 1 2 3 4 5

Comments: _____

COST CONTROL

Rating: 0 1 2 3 4 5

Comments: _____

TIMELINESS OF PERFORMANCE

Rating: 0 1 2 3 4 5

Comments: _____

BUSINESS RELATIONS

Rating: 0 1 2 3 4 5

Comments: _____

SUBCONTRACTS

Are subcontracts involved? Yes No (Circle one)

Comments (Please comment on those subcontractors that have provided a

significant contribution to overall contract performance.)

KEY PERSONNEL

PROJECT MANAGER/PRINCIPAL INVESTIGATOR (name):

Comments:

KEY PERSON (name):

Comments:

KEY PERSON (name):

Comments:

CUSTOMER SATISFACTION

Is/was the contractor committed to customer satisfaction? Yes No (Circle one)

If this is the Final Report:

Would you recommend selection of this firm again? Yes No (Circle one)

Comments:

PROJECT OFFICER (name):

SIGNATURE: _____

Phone: _____ FAX: _____

Internet Address:

Date:

CONTRACTING OFFICER CONCURRENCE:(Initial) _____

Date:

CONTRACTOR'S REPRESENTATIVE (name):

Phone: _____ FAX: _____

Internet Address:

SIGNATURE: _____

SUMMARY RATINGS:

QUALITY: _____

COST CONTROL: _____

TIMELINESS OF PERFORMANCE:

BUSINESS RELATIONS:

CONTRACTING OFFICER (name):

SIGNATURE: _____

Phone:

FAX:

Internet Address:

Date:

CONTRACTOR'S REVIEW:

Were comments, rebuttal, or additional information provided? Yes No (Circle one)

(If yes: They are:

On file in: _____

(Location)

(Phone))

Attached _____

(Check if attached)

AGENCY REVIEW:

Were contractor comments reviewed at a level above the contracting officer? Yes

No

(Circle one)

(If yes: They are:

On file in: _____

(Location)

(Phone))

Attached _____

(Check if attached)

RATING GUIDELINES

Summarize contractor performance in each of the rating areas. Assign each area a rating of 0 (Unsatisfactory), 1 (Poor), 2 (Fair), 3 (Good), 4 (Excellent), 5 (Outstanding). Use the following instructions as guidance in making these evaluations. Ensure that this assessment is consistent with any other Agency assessments made (i.e., for payment of fee purposes).

Criteria:	Quality of Product or Service	Cost Control	Timeliness of Performance	Business Relations
	<ul style="list-style-type: none">- Compliance with contract requirements- Accuracy of reports- Effectiveness of personnel- Technical excellence	<ul style="list-style-type: none">- Record of forecasting and controlling target costs- Current, accurate and complete billings- Relationship of negotiated costs to actuals- Cost efficiencies	<ul style="list-style-type: none">- Met interim milestones- Reliability- Responsive to technical direction- Completed on time including wrap-up and contract administration- Met delivery schedules- No liquidated damages assessed	<ul style="list-style-type: none">- Effective management, including subcontracts- Reasonable/cooperative behavior- Responsive to contract requirements- Notification of problems- Flexibility- Pro-active vs reactive- Effective small/small disadvantaged business subcontracting program
0 - Unsatisfactory	Nonconformances are jeopardizing the achievement of contract requirements, despite use of Agency resources	Ability to manage cost issues is jeopardizing performance of contract requirements, despite use of Agency resources	Delays are jeopardizing performance of contract requirements, despite use of Agency resources	Response to inquiries, technical/service/administrative issues is not effective
1 - Poor	Overall compliance requires major Agency resources to ensure achievement of contract requirements	Ability to manage cost issues requires major Agency resources to ensure achievement of contract requirements	Delays require major Agency resources to ensure achievement of contract requirements	Response to inquiries, technical/service/administrative issues is marginally effective

Un			
0			
2 - Fair	Overall compliance requires minor Agency resources to ensure achievement of contract requirements	Ability to control cost issues requires minor Agency resources to ensure achievement of contract requirements	Delays require minor Agency resources to ensure achievement of contract requirements
3 - Good	Overall compliance does not impact achievement of contract requirements	Management of cost issues does not impact achievement of contract requirements	Delays do not impact achievement of contract requirements
4 - Excellent	There are no quality problems	There are no cost management issues	There are no delays

5 - Outstanding The contractor has demonstrated an outstanding performance level in any of the above four categories that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances when contractor performance clearly exceeds the performance levels described as "Excellent."

**NATIONAL INSTITUTES OF HEALTH
CONTRACTOR PERFORMANCE REPORT INSTRUCTIONS**

TOP SECTION

1. Check the appropriate block to indicate the type of report (Interim, Final). The final evaluation of the contractor's performance will satisfy the reporting requirement stipulated in HHSAR 342.7002 (c) (2) (iv).
2. Indicate the period covered by the report.
3. List the name of the contracting officer. Identify the contracting officer's Institute and the location of the contracting office.
4. Identify the contract number of the contract being evaluated. Enter Task No. if applicable.
5. List the name and address of the contractor.
6. Enter TIN and SIC.
7. Indicate the contract award date and contract expiration date.
8. State the contract value, including any option amounts.
9. Provide a brief description of the work being performed under the contract (the title of the contract).

RATINGS

Using the rating guideline, assign each area a rating of 0 (unsatisfactory), 1 (poor), 2 (fair), 3 (good), 4 (excellent), or 5 (outstanding). Provide a brief narrative (2000 characters or less) for each of the categories to support the rating assigned. The categories are: quality of product or service, cost

control, timeliness of performance, and business relations.

SUBCONTRACTORS

Indicate whether subcontracts are/were involved. Briefly summarize (2000 characters or less) the performance of any subcontractors that have major responsibilities under the contract or are required to perform a significant part of the contract requirement. This space may also be used to evaluate a prime contractor's management of a subcontractor.

KEY PERSONNEL

List the name of the principal investigator (required) and the names of two other key personnel (optional). Briefly describe the performance of the key personnel listed. (2000 characters or less)

CUSTOMER SATISFACTION

Circle the appropriate answer to indicate whether the contractor was committed to customer satisfaction. For the final report, indicate whether you would recommend selection of the firm again.

PROJECT OFFICER SIGNATURE

The Project Officer signs this block.

CONTRACTING OFFICER CONCURRENCE

The Contracting Officer initials this block, indicating concurrence with the initial rating.

CONTRACTOR'S REPRESENTATIVE

The Contractor signs this next block, indicating review of the rating.

SUMMARY RATINGS

Indicate the rating given for each of the rating categories: quality of goods or services, cost control, timeliness of performance, and business relations.

CONTRACTING OFFICER SIGNATURE

The contracting officer signs the report when all actions are completed. If changes were made to the ratings or the narrative during the rebuttal process, a copy of the report, as revised, shall be promptly furnished to the contractor.

CONTRACTOR'S REVIEW

Indicate whether the contractor submitted a rebuttal or comments. Attach a copy of the contractor's rebuttal to this report, or indicate its location, if filed separately.

AGENCY REVIEW

If the contracting officer and the contractor are unable to agree on a final rating, the matter is to be referred to an individual one level above the contracting officer. Attach a copy of the agency's decision to this report, or indicate its location, if filed separately.

ATTACHMENT 6

SERVICE CONTRACT ACT WAGE DETERMINATION

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

REGISTER OF WAGE DETERMINATION UNDER	U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT	EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor	WAGE AND HOUR DIVISION
	Washington, D.C. 20210
	Wage Determination No.: 94-2103
	Revision No.: 19
Division of	Date of Last Revision: 06/28/1999

State): District of Columbia, Maryland, Virginia

Areas: Maryland COUNTIES OF Calvert, Charles, Frederick, Montgomery,
Prince George's, St Mary's
Virginia COUNTIES OF Arlington, Fairfax, Fauquier, King George,
Loudoun, Prince William, Stafford, Alexandria, Falls Church

** Fringe Benefits Required For All Occupations Included In
This Wage Determination Follow The Occupational Listing **

OCCUPATION CODE AND TITLE	MINIMUM HOURLY WAGE
---------------------------	---------------------

Administrative Support and Clerical Occupations:

01011 Accounting Clerk I	\$ 9.82
01012 Accounting Clerk II	\$ 11.48
01013 Accounting Clerk III	\$ 13.57
01014 Accounting Clerk IV	\$ 15.82
01030 Court Reporter	\$ 13.22
01050 Dispatcher, Motor Vehicle	\$ 13.85
01060 Document Preparation Clerk	\$ 10.91
01070 Messenger (Courier)	\$ 8.99
01090 Duplicating Machine Operator	\$ 10.91
01110 Film/Tape Librarian	\$ 13.18
01115 General Clerk I	\$ 8.99
01116 General Clerk II	\$ 10.55
01117 General Clerk III	\$ 11.79
01118 General Clerk IV	\$ 16.46
01120 Housing Referral Assistant	\$ 16.62
01131 Key Entry Operator I	\$ 10.05
01132 Key Entry Operator II	\$ 11.23

01191 Order Clerk I	\$ 11.26
01192 Order Clerk II	\$ 12.44
01261 Personnel Assistant (Employment) I	\$ 11.10
01262 Personnel Assistant (Employment) II	\$ 12.12
01263 Personnel Assistant (Employment) III	\$ 13.97
01264 Personnel Assistant (Employment) IV	\$ 16.66
01270 Production Control Clerk	\$ 15.75
01290 Rental Clerk	\$ 13.55
01300 Scheduler, Maintenance	\$ 13.55
01311 Secretary I	\$ 13.55
01312 Secretary II	\$ 14.83
01313 Secretary III	\$ 16.63
01314 Secretary IV	\$ 18.91
01315 Secretary V	\$ 21.27
01320 Service Order Dispatcher	\$ 12.08
01341 Stenographer I	\$ 13.26
01342 Stenographer II	\$ 14.87
01400 Supply Technician	\$ 18.91
01420 Survey Worker (Interviewer)	\$ 13.22
01460 Switchboard Operator-Receptionist	\$ 10.28
01510 Test Examiner	\$ 14.83
01520 Test Proctor	\$ 14.83
01531 Travel Clerk I	\$ 8.76
01532 Travel Clerk II	\$ 9.41
01533 Travel Clerk III	\$ 10.41
01611 Word Processor I	\$ 10.48
01612 Word Processor II	\$ 12.05
01613 Word Processor III	\$ 14.95

Automatic Data Processing Occupations:

03010 Computer Data Librarian	\$ 10.20
03041 Computer Operator I	\$ 10.23
03042 Computer Operator II	\$ 12.06
03043 Computer Operator III	\$ 14.62
03044 Computer Operator IV	\$ 16.53
03045 Computer Operator V	\$ 17.79
03071 Computer Programmer I 1/	\$ 16.50
03072 Computer Programmer II 1/	\$ 19.36
03073 Computer Programmer III 1/	\$ 22.67
03074 Computer Programmer IV 1/	\$ 26.29
03101 Computer Systems Analyst I 1/	\$ 20.62
03102 Computer Systems Analyst II 1/	\$ 26.82
03103 Computer Systems Analyst III 1/	\$ 27.62

03160 Peripheral Equipment Operator	\$ 11.47
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Automotive Service Occupations:

05005 Automobile Body Repairer, Fiberglass	\$ 18.39
05010 Automotive Glass Installer	\$ 16.45
05040 Automotive Worker	\$ 16.45
05070 Electrician, Automotive	\$ 17.44
05100 Mobile Equipment Servicer	\$ 14.43
05130 Motor Equipment Metal Mechanic	\$ 18.39
05160 Motor Equipment Metal Worker	\$ 16.45
05190 Motor Vehicle Mechanic	\$ 18.46
05220 Motor Vehicle Mechanic Helper	\$ 13.38
05250 Motor Vehicle Upholstery Worker	\$ 15.47
05280 Motor Vehicle Wrecker	\$ 16.45
05310 Painter, Automotive	\$ 17.44
05340 Radiator Repair Specialist	\$ 16.45
05370 Tire Repairer	\$ 14.43
05400 Transmission Repair Specialist	\$ 18.39

Food Preparation and Service Occupations:

07010 Baker	\$ 11.47
07041 Cook I	\$ 10.06
07042 Cook II	\$ 11.47
07070 Dishwasher	\$ 8.31
07100 Food Service Worker (Cafeteria Worker)	\$ 7.91
07130 Meat Cutter	\$ 13.19
07250 Waiter/Waitress	\$ 7.89

Furniture Maintenance and Repair Occupations:

09010 Electrostatic Spray Painter	\$ 17.44
09040 Furniture Handler	\$ 12.13
09070 Furniture Refinisher	\$ 17.44
09100 Furniture Refinisher Helper	\$ 13.38
09110 Furniture Repairer, Minor	\$ 15.47
09130 Upholsterer	\$ 17.44

General Service and Support Occupations:

11030 Cleaner, Vehicles	\$ 7.93
11060 Elevator Operator	\$ 8.31
11090 Gardener	\$ 11.54

11121 Housekeeping Aide I	\$ 7.41
11122 Housekeeping Aide II	\$ 8.21
11150 Janitor	\$ 8.18
11210 Laborer, Grounds Maintenance	\$ 9.05
11240 Maid or Houseman	\$ 7.35
11270 Pest Controller	\$ 10.79
11300 Refuse Collector	\$ 8.31
11330 Tractor Operator	\$ 10.70
11360 Window Cleaner	\$ 8.92

Health Occupations:

12020 Dental Assistant	\$ 11.80	
12040 Emergency Medical Technician/ Paramedic Ambulance Driver		\$ 11.55
12071 Licensed Practical Nurse I	\$ 13.63	
12072 Licensed Practical Nurse II	\$ 15.30	
12073 Licensed Practical Nurse III	\$ 17.13	
12100 Medical Assistant	\$ 10.55	
12130 Medical Laboratory Technician	\$ 10.55	
12160 Medical Record Clerk	\$ 10.55	
12190 Medical Record Technician	\$ 12.71	
12221 Nursing Assistant I	\$ 7.28	
12222 Nursing Assistant II	\$ 8.18	
12223 Nursing Assistant III	\$ 10.48	
12224 Nursing Assistant IV	\$ 11.77	
12250 Pharmacy Technician	\$ 11.44	
12280 Phlebotomist	\$ 9.85	
12311 Registered Nurse I	\$ 18.26	
12312 Registered Nurse II	\$ 20.47	
12313 Registered Nurse II, Specialist	\$ 20.47	
12314 Registered Nurse III	\$ 24.78	
12315 Registered Nurse III, Anesthetist	\$ 24.78	
12316 Registered Nurse IV	\$ 29.70	

Information and Arts Occupations:

13002 Audiovisual Librarian	\$ 18.31
13011 Exhibits Specialist I	\$ 15.11
13012 Exhibits Specialist II	\$ 18.90
13013 Exhibits Specialist III	\$ 23.27
13041 Illustrator I	\$ 15.11
13042 Illustrator II	\$ 18.90
13043 Illustrator III	\$ 23.27

13047 Librarian	\$ 20.60
13050 Library Technician	\$ 13.52
13071 Photographer I	\$ 13.46
13072 Photographer II	\$ 15.11
13073 Photographer III	\$ 18.90
13074 Photographer IV	\$ 23.27
13075 Photographer V	\$ 25.60

Laundry, Drycleaning, Pressing and Related Occups:

15010 Assembler	\$ 6.61
15030 Counter Attendant	\$ 6.61
15040 Dry Cleaner	\$ 8.53
15070 Finisher, Flatwork, Machine	\$ 6.61
15090 Presser, Hand	\$ 6.61
15100 Presser, Machine, Drycleaning	\$ 6.61
15130 Presser, Machine, Shirts	\$ 6.61
15160 Presser, Machine, Wearing Apparel, Laundry	\$ 6.61
15190 Sewing Machine Operator	\$ 9.21
15220 Tailor	\$ 9.87
15250 Washer, Machine	\$ 7.25

Machine Tool Operation and Repair Occupations:

19010 Machine-Tool Operator (Toolroom)	\$ 17.44
19040 Tool and Die Maker	\$ 21.21

Materials Handling and Packing Occupations:

21010 Fuel Distribution System Operator	\$ 17.02
21020 Material Coordinator	\$ 15.56
21030 Material Expediter	\$ 15.56
21040 Material Handling Laborer	\$ 10.01
21050 Order Filler	\$ 12.76
21071 Forklift Operator	\$ 12.25
21080 Production Line Worker (Food Processing)	\$ 11.25
21100 Shipping/Receiving Clerk	\$ 12.65
21130 Shipping Packer	\$ 11.80
21140 Store Worker I	\$ 8.61
21150 Stock Clerk (Shelf Stocker; Store Worker II)	\$ 11.53
21210 Tools and Parts Attendant	\$ 14.27
21400 Warehouse Specialist	\$ 12.61

Mechanics and Maintenance and Repair Occupations:

23010 Aircraft Mechanic	\$ 19.28	
23040 Aircraft Mechanic Helper	\$ 14.02	
23050 Aircraft Quality Control Inspector	\$ 20.30	
23060 Aircraft Servicer	\$ 16.21	
23070 Aircraft Worker	\$ 17.24	
23100 Appliance Mechanic	\$ 17.44	
23120 Bicycle Repairer	\$ 14.43	
23125 Cable Splicer	\$ 18.39	
23130 Carpenter, Maintenance	\$ 17.44	
23140 Carpet Layer	\$ 16.85	
23160 Electrician, Maintenance	\$ 18.55	
23181 Electronics Technician, Maintenance I	\$ 15.51	
23182 Electronics Technician, Maintenance II	\$ 19.80	
23183 Electronics Technician, Maintenance III	\$ 21.56	
23260 Fabric Worker	\$ 15.23	
23290 Fire Alarm System Mechanic	\$ 18.39	
23310 Fire Extinguisher Repairer	\$ 14.43	
23340 Fuel Distribution System Mechanic	\$ 18.39	
23370 General Maintenance Worker	\$ 15.90	
23400 Heating, Refrigeration and	\$ 18.39
. . . Air-Conditioning Mechanic		
23430 Heavy Equipment Mechanic	\$ 18.39	
23440 Heavy Equipment Operator	\$ 18.66	
23460 Instrument Mechanic	\$ 18.39	
23470 Laborer	\$ 9.71	
23500 Locksmith	\$ 17.44	
23530 Machinery Maintenance Mechanic	\$ 19.82	
23550 Machinist, Maintenance	\$ 20.79	
23580 Maintenance Trades Helper	\$ 13.38	
23640 Millwright	\$ 18.39	
23700 Office Appliance Repairer	\$ 17.44	
23740 Painter, Aircraft	\$ 17.44	
23760 Painter, Maintenance	\$ 17.44	
23790 Pipefitter, Maintenance	\$ 17.77	
23800 Plumber, Maintenance	\$ 17.44	
23820 Pneudraulic Systems Mechanic	\$ 18.39	
23850 Rigger	\$ 18.39	
23870 Scale Mechanic	\$ 16.45	
23890 Sheet-Metal Worker, Maintenance	\$ 18.39	
23910 Small Engine Mechanic	\$ 19.37	
23930 Telecommunications Mechanic I	\$ 18.39	
23931 Telecommunications Mechanic II	\$ 19.37	
23950 Telephone Lineman	\$ 18.39	
23960 Welder, Combination, Maintenance	\$ 18.39	

23965 Well Driller	\$ 18.39	
23970 Woodcraft Worker	\$ 18.39	
23980 Woodworker	\$ 14.80	

Personal Needs Occupations:

24570 Child Care Attendant	\$ 8.69	
24580 Child Care Center Clerk	\$ 12.12	
24600 Chore Aide	\$ 7.35	
24630 Homemaker	\$ 13.86	

Plant and System Operation Occupations:

25010 Boiler Tender	\$ 18.39	
25040 Sewage Plant Operator		\$ 17.44
25070 Stationary Engineer	\$ 18.39	
25190 Ventilation Equipment Tender		\$ 13.38
25210 Water Treatment Plant Operator	\$ 17.44	

Protective Service Occupations:

27004 Alarm Monitor	\$ 11.97	
27006 Corrections Officer	\$ 17.09	
27010 Court Security Officer	\$ 17.57	
27040 Detention Officer	\$ 17.09	
27070 Firefighter	\$ 18.20	
27101 Guard I	\$ 8.50	
27102 Guard II	\$ 11.20	
27130 Police Officer	\$ 19.80	

Stevedoring/Longshoremen Occupational Services:

28010 Blocker and Bracer	\$ 15.90	
28020 Hatch Tender	\$ 13.83	
28030 Line Handler	\$ 13.83	
28040 Stevedore I	\$ 14.95	
28050 Stevedore II	\$ 16.86	

Technical Occupations:

29010 Air Traffic Control Specialist, Center 2/	\$ 25.37	
29011 Air Traffic Control Specialist, Station 2/	\$ 17.49	
29012 Air Traffic Control Specialist, Terminal 2/	\$ 19.27	
29023 Archeological Technician I	\$ 13.63	

29024 Archeological Technician II	\$ 15.25	
29025 Archeological Technician III	\$ 18.90	
29030 Cartographic Technician	\$ 21.74	
29035 Computer Based Training (CBT)	\$ 20.62
Specialist		
29040 Civil Engineering Technician		\$ 18.90
29061 Drafter I	\$ 11.44	
29062 Drafter II	\$ 14.32	
29063 Drafter III	\$ 16.08	
29064 Drafter IV	\$ 20.11	
29081 Engineering Technician I	\$ 13.28	
29082 Engineering Technician II	\$ 15.41	
29083 Engineering Technician III	\$ 18.52	
29084 Engineering Technician IV	\$ 21.25	
29085 Engineering Technician V	\$ 25.99	
29086 Engineering Technician VI	\$ 31.45	
29090 Environmental Technician	\$ 18.27	
29100 Flight Simulator/Instructor (Pilot)	\$ 26.82	
29150 Graphic Artist	\$ 17.93	
29160 Instructor	\$ 21.16	
29210 Laboratory Technician	\$ 14.62	
29240 Mathematical Technician	\$ 18.48	
29361 Paralegal/Legal Assistant I	\$ 14.04	
29362 Paralegal/Legal Assistant II	\$ 17.90	
29363 Paralegal/Legal Assistant III	\$ 21.90	
29364 Paralegal/Legal Assistant IV	\$ 26.50	
29390 Photooptics Technician	\$ 20.35	
29480 Technical Writer	\$ 19.23	
29491 Unexploded Ordnance Technician I	\$ 16.12	
29492 Unexploded Ordnance Technician II	\$ 19.51	
29493 Unexploded Ordnance Technician III	\$ 23.38	
29494 Unexploded Safety Escort	\$ 16.12	
29495 Unexploded Sweep Personnel	\$ 16.12	
29620 Weather Observer, Senior 3/	\$ 17.02	
29621 Weather Observer, Combined Upper Air & Surface Programs 3/	\$ 14.62	
29622 Weather Observer, Upper Air 3/	\$ 14.62	

Transportation/Mobile Equipment Operation Occups:

31030 Bus Driver	\$ 13.24
31260 Parking and Lot Attendant	\$ 8.33
31290 Shuttle Bus Driver	\$ 11.38
31300 Taxi Driver	\$ 9.67

31361 Truckdriver, Light Truck	\$ 11.38
31362 Truckdriver, Medium Truck	\$ 14.46
31363 Truckdriver, Heavy Truck	\$ 16.93
31364 Truckdriver, Tractor-Trailer	\$ 16.93

Miscellaneous Occupations:

99020 Animal Caretaker	\$ 8.61
99030 Cashier	\$ 7.49
99041 Carnival Equipment Operator	\$ 10.73
99042 Carnival Equipment Repairer	\$ 11.57
99043 Carnival Worker	\$ 7.23
99050 Desk Clerk	\$ 9.45
99095 Embalmer	\$ 18.40
99300 Lifeguard	\$ 7.92
99310 Mortician	\$ 20.90
99350 Park Attendant (Aide)	\$ 9.75
99400 Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	\$ 8.72
99500 Recreation Specialist	\$ 15.40
99510 Recycling Worker	\$ 10.73
99610 Sales Clerk	\$ 7.76
99620 School Crossing Guard (Crosswalk Attendant)	\$ 8.31
99630 Sports Official	\$ 7.76
99658 Survey Party Chief (Chief of Party)	\$ 11.91
99659 Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	\$ 10.83
99660 Surveying Aide	\$ 7.08
99690 Swimming Pool Operator	\$ 11.47
99720 Vending Machine Attendant	\$ 9.35
99730 Vending Machine Repairer	\$ 11.50
99740 Vending Machine Repairer Helper	\$ 9.35

** Fringe Benefits Required For All Occupations Included In
This Wage Determination **

HEALTH & WELFARE: \$1.63 an hour or \$65.20 a week or \$282.53 a month.

VACATION: Two weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractor in the performance of similar work at the same Federal facility. (Reg. 4.173)

HOLIDAYS: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

1/ Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See 29 CFR 4.156)

2/ APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3/ WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and

maintenance at a rate of \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Titles and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Second Supplement, dated August 1995, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

**REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
{Standard Form 1444 (SF 1444)}**

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a

separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that

determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.